

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>
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**6. PROCUREMENT INFORMATION** *(X and complete as applicable)*

<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

**7. ADDITIONAL INFORMATION**

**8. POINT OF CONTACT FOR INFORMATION**

<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>	

**9. REASONS FOR NO RESPONSE** *(X all that apply)*

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> e. OTHER <i>(Specify)</i>	

**10. MAILING LIST INFORMATION** *(X one)*

WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
<b>11a. COMPANY NAME</b>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. ACTION OFFICER</b>			
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>	
<b>(3) SIGNATURE</b>			<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Notes to Offerors

1. This contract is a firm-fixed price indefinite delivery/ indefinite quantity contract (IDIQ, see I.118) written as performance based and allows the Contracting Officer to make monetary deductions and/or a negative mark on the Contractor's Past Performance when an Acceptable Performance Level (APL) is not met (See APL attachment). **Note that per L.64 the Government intends to award without discussions but may conduct them if warranted during the course of the procurement.**
2. This contract is for various military and Government activities, which may encompass several states. Standard removal timeframe is 21 calendar days from the date of order issuance. The contractor agrees that, for those portions of the services provided on a Government installation, the services will be provided during normal hours of operations for the installation, which are available, upon request, from the COR. Note that some installations work compressed work weeks, i.e. closed Mondays, Fridays, or every other Friday.
3. This contract requires the transportation and disposal of RCRA wastes, non-RCRA wastes, Compressed Gas Cylinders, and Polychlorinated Biphenyls (PCBs).
4. Some waste ordered on this contract requires the contractor to furnish Certificates of Recycling and/or Certificates of Disposal. The contractor is cautioned to read the clauses on Demilitarization of Government Property, C.2.5; Compressed Gas Cylinders, C.2.3; PCBs C.2.2.
5. Publications and attachments applicable to this contract will be made available upon request (if not already linked to this solicitation). It should be noted that during the solicitation and life of this contract, the Government may make changes, additions, or deletions to those listed.
6. The contractor is cautioned that some requirements for information and plans are required before start of work on this contract, i.e., C.2.1.4.
7. The email address for submission of offers, as per L.39, is DRMSHazardousContractsWest@gem.dla.mil.
8. The deadline for all questions from potential offerors is **15 Feb 07** so that corresponding Government answers can be issued via solicitation amendment before closing. The Government is not obligated to answer questions received after this common cut-off date.
9. Offerors are encouraged to review actual task ordering patterns under the past contract for these services (SP4400-03-D-0001) by using:  
<http://www.drms.dla.mil/discoverer/viewer?us=disweb&pw=disweb&db=ers.prod.drms>. The report for detailed Task Order information is "PUB.PL Report." Note, however, that this is for informational purposes only and the Government can make no commitments as to just how the services will be ordered under the new contract, other than meeting the requirements of Clause B.5.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
B . 0	<u>SOLICITATION PROVISIONS</u> <u>INCORPORATED BY REFERENCE</u>	FAR 52.252-2	Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

<http://www.drms.dla.mil/newproc/html/clauses.html>

B . 1	<u>SERVICES</u>	DRMS 52.217-9R05	Mar 1993
B . 2	<u>BASIC AND OPTION PERIOD PRICING</u>	DRMS 52.217-9R06	Mar 1993

**(SEE CORRESPONDING EXCEL SPREADSHEET FOR FILL-INS BELOW)**

(a) Pages \_\_\_\_ through \_\_\_\_ are the estimated generations for the \_\_\_\_ -month base period. Pages \_\_\_\_ through \_\_\_\_ are the estimated generations for the first \_\_\_\_ -month option period. Pages \_\_\_\_ through \_\_\_\_ are the estimated generations for the second \_\_\_\_ -month option period.

(b) blank 1 [\_\_\_\_ -month base period]  
blank 2 [first \_\_\_\_ -month option period]  
blank 3 [second \_\_\_\_ -month option period]

<http://www.drms.dla.mil/special/fillins/b2.doc>

B . 4	<u>BASIC AND OPTION PERIOD UNIT PRICING</u>	DRMS 52.217-9R07	Jan 2000
B . 5	<u>CONTRACT MINIMUM/MAXIMUM</u>	DRMS 52.217-9R08	Nov 2005

A. This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period.

B. Clause F.10 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The per month minimum guarantee under the extension shall be 10% of a pro-rated month's service for the period being extended. The maximum for each month shall be 200% of a pro-rated month's service for the period being extended.

### **PICKUP LOCATIONS**

The contractor will be required to make pickups in and around the grounds at the following Defense Reutilization and Marketing Offices (DRMOs) and generators:

**DRMO Contracting Officer Representative (COR) for the following sites:**

**Paul Brown – 253-966-3209**

**Karen Powers – 253-966-3211**

Fleet and Industrial Supply Center  
Manchester Fuel Department  
7501 Beach Drive East  
Port Orchard, WA 98366

Mobile Inshore Undersea Warfare Unit 10  
5909 North Cotter Circle  
Portland, OR 97217

Fort Lawton (includes AMSA 79 and OMS)  
4555 Texas Way W  
Seattle, WA 98199

Pier 23 US Army Reserve Center / AMSA 137  
401 E. Alexander Avenue, Pier 23  
Tacoma, WA 98421

Hopper U.S. Army Reserve Center  
130 ½ 228<sup>th</sup> Street SW  
Bothell, WA 98021

Oswald U.S. Army Reserve Center  
1110 Rainer Avenue  
Everett, WA 98201

Kandle Hall U.S. Army Reserve Center  
5119 Portland Avenue  
Tacoma, WA 98404

Renton U.S. Army Reserve Center  
14631 SE 192<sup>nd</sup> Street  
Renton, WA 98058

Nuttall U.S. Army Reserve Center  
921 South 4<sup>th</sup> Ave SW  
Tumwater, WA 98512

Wagenaar U.S. Army Reserve Center  
1101 E. Ainsworth Street  
Pasco, WA 99301

Sharff Hall U.S. Army Reserve Center  
8801 N. Chataqua Avenue  
Portland, OR 97217

Webb Hall U.S. Army Reserve Center  
1355 Chambers Street  
Eugene, OR 97402

NMCRC Eugene  
1520 West 13<sup>th</sup> Avenue  
Eugene, OR 97402

Mann U.S. Army Reserve Center / AMSA 80  
4155 N. Market Street  
Spokane, WA 99207

Walker U.S. Army Reserve Center  
N 3800 Sullivan Road  
Spokane, WA 99216

Camp Withycombe  
10101 SE Clackamas Rd  
Clackamas, OR 97015

Camp Rilea  
91426 Rilea McCarter Rd  
Warrenton, OR 97416

Central Oregon Unit Training Equipment Site (COUTES)  
2899 E. Hwy 126  
Redmond, OR 97756

Salem OMD  
1776 Militia Way SE  
Salem, OR 97309

Medford FMS  
1701 S. Pacific Hwy  
Medford, OR 97501

Portland FMS  
10000 NE 33<sup>rd</sup> Drive  
Portland, OR 97211

La Grande FMS  
64082 Airport Ln  
La Grande, OR 97850

Lebanon FMS  
36646 Oak Drive  
Lebanon, OR 97355

U.S. Coast Guard  
Integrated Support Command  
1519 Alaskan Way South  
Seattle, WA 98134

659<sup>th</sup> Engineering Company  
Construction Support  
3800 North Sullivan Road  
Spokane, WA 99216

OMS #2  
426 A Street East  
Ephrata, WA

OMS #10  
2408 North Government Way  
Spokane, WA

Army Aviation Support Facility #2  
8700 West Electric Road, Bldg. 2504  
Geiger Field  
Spokane, WA

Port of Tacoma  
Tacoma, WA

Samson Tug and Barge  
Seattle, WA

Camp Murray Air National Guard  
254<sup>th</sup> RHS 109 Engineer Dr.  
Camp Murray, WA 98430-5022  
(Tillicum, WA across I-5 from Ft. Lewis)

Seattle Air National Guard  
6736 Ellis Avenue S.  
Seattle, WA 98108-3597



Paine Field Air National Guard  
2701 12<sup>th</sup> Street, S.W.  
Everett, WA 98032  
(South End of Paine Field)

Oregon ANG Base  
6801 NE Cornfoot Road  
Portland, OR 97218-2797

Hubert Hall U.S. Army Reserve Center  
701 N. Columbus Avenue  
Medford, OR

Camp Wesley Harris Naval Reservation  
4673 Seabeck Highway, NE  
Bremerton, WA 98312

Naval Base Kitsap - Bangor  
Bldg 6079  
Silverdale, WA 98315

Naval Ordnance Center  
Pacific Division Detachment  
100 Indian Island Road, Bldg. 300  
Port Hadlock, WA 98339

Umatilla Chemical Depot  
78798 Ordnance Road, Bldg. 203  
Hermiston, OR 97838

Military Traffic Management Command (MTMC)  
Pierce County Terminal  
Tacoma, WA

Navy and Marine Corps Reserve Center  
1100 Alexander Ave  
Tacoma, WA 98421

Naval & Marine Corps Reserve Center  
Portland, OR

Detach Phase Engineer Renovation Alteration  
Aircraft Carrier  
Warehouse 8  
Auburn, WA

USAF Coos Bay Head ANG Station  
4300 Coos Head Rd  
Coos Bay, OR 97420-2978

Yakima Air Force Reserve Center  
1708 Tahoma Avenue  
Yakima, WA

U.S. Naval Hospital  
1 Boone Road, Bldg. HP20  
Bremerton, WA 98312

Naval Undersea Warfare Center  
Bradley Rd, Bldg. 1051  
Keyport, WA 98345

Naval Station Everett  
2150 Nimitz Ave.  
Bldg 2150  
Everett, WA 98207

Pacific Beach Resort  
108 N. 1<sup>st</sup> Street  
Pacific Beach, WA 98571

Smokey Point Support Complex  
13900 45<sup>th</sup> Avenue NE  
Marysville, WA 98271

Naval Radio Station Jim Creek  
21027 Jim Creek Road, Bldg. 75  
Arlington, WA 98223

Yakima U. S. Training Center  
One-Stop HW Yard, Bldg 450  
Yakima, WA 98901

MATES/ OMS #8  
1211 Firing Center Road  
Yakima Training Center, Bldg. 951  
Yakima, WA

Ashland Readiness Center  
1420 East Main Street  
Ashland, OR 97520

Bend AFRC  
875 SW Simpson Avenue  
Bend, OR 97702

Cottage Grove Readiness Center  
628 Washington Street  
Cottage Grove, OR 97424

Klamath Falls Readiness Center  
2501 Shasta Way  
Klamath Falls, OR 97601

Lake Oswego Readiness Center  
1915 S. Shore Blvd.  
Lake Oswego, OR 97034

Lebanon Readiness Center  
350 Maple Street  
Lebanon, OR 97355

McMinnville Readiness Center  
333 Armory Way  
McMinnville, OR 97128

McNary Field  
1921 Turner Road SE  
Salem, OR 97302

Pendleton Armory  
2100 NW 56<sup>th</sup> Drive  
Pendleton, OR 97801

116<sup>th</sup> Air Control Squadron  
Route 2 Box 499  
Warrenton, OR 97146

Vancouver Barracks  
Vancouver, WA 98661

BMA – 10  
400 E Fifth St  
Vancouver, WA 98661

Sears U.S. Army Reserve Center  
2731 SW Multnomah Blvd.  
Portland, OR 97219

Fort Lewis Army Depot  
Fort, Lewis, WA

Pendleton U.S. Army Reserve Center  
141 Tipp Road  
Yakima, WA

NAS Whidbey Island Seaplane  
Base/Env. Affairs Dept., Bldg. 113  
1155 W. Lexington St.  
Oak Harbor, WA 98378

NWS Training Facility  
Bombing Range Rd.  
Boardman, OR 97818

NAS Whidbey Island  
ForeSTALL Road, Bldg. 2757  
Oak Harbor, WA 98278

NAS Whidbey Island  
Maui Ave, Bldg. 60  
Oak Harbor, WA 98278

McChord AFB  
555A Street  
McChord AFB, WA 98438

DRMO Lewis  
Fort Lewis, WA

Kingsley Field Air National Guard  
Klamath Falls, OR

GSA Warehouse  
2701 C Street SW  
Auburn, WA

U.S. Army Recruiting Battalion Seattle  
4735 E. Marginal Way S.  
Seattle, WA 98134

Grand Armory  
Grandview, WA

Buckley Armory  
Buckley, WA

Kent Armory  
Kent, WA

Moses Lake Armory  
Moses Lake, WA

Corps of Engineers, McNary Dam  
PO Box 1230, 82925 Devore Rd.  
Umatilla, OR 97882

Camp Bonneville  
23201 N.E. Pluss Road  
Vancouver, WA 98682

Tigard FMS  
6700 SW Oak  
Tigard, OR 97223

Salem AASF  
1921 Turner Rd SE  
Salem, OR 97301

Salem FMS  
1025 Airport Rd SE  
Salem, OR 97301

Pendleton AASF  
2110 NW 56<sup>th</sup> Pl  
Pendleton, OR 97801

Springfield FMS  
3110 Pierce Parkway  
Springfield, OR 97477

Albany Readiness Center  
3800 Knox Butte Rd  
Albany, OR 97321

Baker City Readiness Center  
1640 Campbell St  
Baker City, OR 97814

BIAK Training Center  
8540 SW Cavalry Way  
Powell Butte, OR 97753

Burns Readiness Center  
619 S Fairview St  
Burns, OR 97720

Camp Adair  
39432 Rifle Range Rd  
Corvallis, OR 97330

Central OR Readiness Center (CORC)  
3852 SW Tom McCall Rd  
Prineville, OR 97754

Coos Bay Readiness Center  
255 N Norman Ave  
Coos Bay, OR 97420

Corvallis Readiness Center

1100 NW Kings Blvd  
Corvallis, OR 97330

Dallas Readiness Center  
817 SW Church St  
Dallas, OR 97338

Eugene Readiness Center  
2515 Martin Luther King Jr Blvd  
Eugene, OR 97401

Forest Grove Readiness Center  
2950 Taylor Way  
Forest Grove, OR 97116

Grants Pass Readiness Center  
666 Brookside Blvd  
Grants Pass, OR 97526

Gresham Readiness Center  
500 NE Division St  
Gresham, OR 97030

Hermiston Readiness Center  
900 SE Columbia Dr  
Hermiston, OR 97838

Hillsboro Readiness Center  
848 NE 28<sup>th</sup> Ave  
Hillsboro, OR 97123

Hood River Readiness Center  
1520 12<sup>th</sup> St  
Hood River, OR 97031

Jackson Readiness Center  
6255 NE Cornfoot Rd  
Portland, OR 97218

Klamath Falls Readiness Center  
404 Rand Way  
Klamath Falls, OR 97601

La Grand Readiness Center  
404 12<sup>th</sup> Ave  
La Grande, OR 97850

Lake Oswego Readiness Center  
1915 South Shore Blvd  
Lake Oswego, OR 97034

McMinnville Readiness Center  
333 Armory Way  
McMinnville, OR 97128

Milton-Freewater Readiness Center  
149 S Main St  
Milton-Freewater, OR 97862

Newport Readiness Center  
541 SW Coast Hwy  
Newport, OR 97365

Ontario Readiness Center  
720 NW 8<sup>th</sup> Ave  
Ontario, OR 97914

Redmond Readiness Center  
822 Highland Ave  
Redmond, OR 97756

Roseburg Readiness Center  
111 NW General Ave  
Roseburg, OR 97470

RTI  
701 Monmouth Ave  
Monmouth, OR 97361

Salem Armory  
2310 17<sup>th</sup> St NE  
Salem, OR 97303

Salem ARC  
3225 State St  
Salem, OR 97301

St. Helens Readiness Center  
474 South 7<sup>th</sup> St  
St. Helens, OR 97051

The Dalles Readiness Center  
713 Webber St  
The Dalles, OR 97058

Woodburn Readiness Center  
1630 Park Ave  
Woodburn, OR 97071

USN Jackson Park Naval Housing

1400 Farragut Ave  
Bremerton, WA 98314-5001

Salem Reserve Center  
775 Airport Rd SE  
Salem, OR 97301

**DRMO Contracting Officer Representative (COR) for the following sites:  
Chadyne Helms – 509-247-2350**

McCarter U.S. Army Reserve Center  
1601 W. Wyoming Ave.  
Hayden Lake, ID 83835

DRMO Fairchild  
120 N. Foulis  
Fairchild AFB, WA 99011

Fairchild AFB  
90-Day Site, Bldg 2411  
550 N. Depot Ave.  
Fairchild AFB, WA 99011

Battery A, 1<sup>st</sup> Battalion, 14<sup>th</sup> Marine Reserves  
5101 N. Assembly Street  
Spokane, WA 99206

Mobile Inshore Undersea Warfare Unit 102  
5101 N. Assembly Street  
Spokane, WA 99206

Washington ANG  
242 Combat Communications Squadron  
Spokane International Airport  
Spokane, WA



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## **C.0 STATEMENT OF WORK**

a. The contractor agrees to provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, international, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, including applicable subcontractors, labor, analysis, transportation, packaging, equipment, and the compilation and submission of all documentation required by this contract. All Contract Line Item Numbers (CLINs), regardless of their condition, are being discarded by the Government and are considered to be waste.

b. The Government agrees that all hazardous property placed on task order(s) on this contract will be accompanied by documentation and markings that comply with all applicable local, state, and Federal laws and regulations relating to the generation and storage of hazardous property.

### **C.1 REMOVAL**

The requirements for removal of wastes under this contract are divided into three main phases – Pre-Removal (C.1.1), Removal (C.1.2), and Post-Removal (C.1.3). The contractor, and his subcontractors, must perform at all times in a prudent, conscientious, safe and professional manner. The contractor shall ensure that its agents, employees, and subcontractors involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and Personnel Protective Equipment (PPE) shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DOD Hazardous Waste (HW) storage facility, the contractor is required to use forklifts with specifications that meet the applicable permit requirements. The contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

#### **C.1.1 PRE-REMOVAL**

##### **C.1.1.1 PERMIT / SPECIAL REQUIREMENTS**

a. The contractor shall, without additional expense to the Government, be responsible for paying all fees, preparing or obtaining any necessary licenses, permits, notifications, waste profiles, or reports, which result from a contractor's transportation, recycling, or disposal decision. This includes acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This includes signing (on behalf of the Government) waste profiles requested by Treatment Storage Disposal Facilities. All contractor signed waste profile sheets shall be written for the actual wastestream using the generator's profile for backup documentation. All generator forms or other means of notifications including correspondence with Federal or State agencies on behalf of a generator must be coordinated with and concurred with by the affected generator prior to submission to any Federal or State agency.

b. The Contractor may be required to attend any special required training, seminar, instruction, class, etc. provided by the Government or to provide information to perform work or gain access to the installation. Example: pass and ID requirements, antiterrorist training, EMS policies, fork lift training.

c. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the Department of Defense (DOD) activity, the contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the Contracting Officer Representative (COR/COTR) with the shipping documentation in accordance with C.1.1.2. The contractor may not ship waste outside of the United States to circumvent Environmental Protection Agency (EPA) land disposal restrictions.

#### **C.1.1.2 SHIPPING DOCUMENTATION**

a. All references to manifests in this provision relate to the “appropriate shipping paper”. The contractor shall obtain and prepare all manifests, Hazardous Waste Profile Sheets required for acceptance of waste into a Qualified Facility, land disposal restriction notifications, and any other shipping documents. The contractor shall provide the COR/COTR with a copy of the completed form(s), including handling codes in 40 CFR 264 Appendix I Table 2 for each manifest line, for review by the appropriate Government official **at least five (5) business days prior to removal, except documentation submitted for expedited orders, which shall be in accordance with notification timeframes as listed elsewhere in this contract.\*** Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests, or bills of lading, whichever is applicable, shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest and bills of lading (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with the name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. Emergency response information and twenty-four hour emergency phone numbers shall be listed on the manifest as well as bills of lading. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

**\*NOTE:** Naval Air Station Whidbey Island, Naval Weapons System Training Facility, and Whidbey Island Seaplane Base require all documentation be submitted to the COR/COTR at least seven (7) calendar days prior to removal.

b. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

c. The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the COR/COTR for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

d. For Naval Submarine Base, Bangor, Camp Wesley Harris, and Jackson Park, the following apply:

1. The **generator** will mark and label all shipping containers.
2. The generator requires the manifest number 5 business days prior to pick-up.

e. Satellite generators using Camp Withycombe may elect to have the contractor send, by legible fax or overnight mail, original shipping documentation and markings to satellite

generators. The satellite generators will then transport items to a transfer station located at Camp Withycombe. The contractor shall accept the manifest and sign as Transporter 2 within 10 calendar days of initial movement and complete transportation and disposal following normally accepted procedures.

#### **C.1.1.3 NOTIFICATIONS**

a. Except as may otherwise be specified herein, the contractor shall notify the COR/COTR for each location, at least five (5) business days BEFORE attempting site visits, analysis or pickups.

**\*NOTE:** Naval Air Station Whidbey Island, Naval Weapons System Training Facility, and Whidbey Island Seaplane Base require at least seven (7) calendar days BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date to the COR/COTR or other Government representative at least 24-hours prior to removal. The contractor may also opt to provide a list\* of approved, multiple drivers designated for pickups under this specific contract to the COR/COTR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

**\*NOTE:** Port Hadlock and Portland do not allow a driver's listing.

(2) If a driver, other than the one specified 24-hours in advance for the specific Task Order; or, one whose name does not appear on the optional list of approved, multiple drivers arrive for pickup, the COR/COTR or other designated Government representative will verify the personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

b. For Task Orders (TO) containing Expedited Removals, Services or Performance CLINs the contractor shall notify the COR/COTR or other Government representative for each location, in the following timeframes BEFORE attempting site visits, analysis, or pickups: 15-10 day expedites – at least 3 calendar days; 9-5 day expedites – at least 2 calendar days; and 4 days or less expedites – at least 1 calendar day. In addition, the contractor is still required to provide the information identified in paragraph (1) above at least 24-hours prior to removal. If applicable, any removals ordered under a 24-hour or one business day expedited CLIN requires the contractor to provide the information identified in paragraph (1) at least 4 hours prior to pickups if the contractor elects to provide the identity of the driver for each specific TO. If the contractor elects to provide the list of approved, multiple drivers designated for use under this contract, this expedited notification is not required. All other terms and conditions stated elsewhere within this clause apply to any of the aforementioned Expedited Removals, Services or Performance CLINs.

#### **C.1.1.4 TRAILER SECURITY, PADLOCKS**

a. All contractor trailers and tankers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement could result in the Government's halting of the pickup. All trailers and tankers capable of being padlocked must also be

padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer or tanker without assistance from the COR/COTR or other Government representative.

b. The COR/COTR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional specific clauses in this contract and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for reimbursement by the Government.

c. All placarded trucks entering and exiting NUWC, Keyport, WA will be inspected. The contractor should contact the generator for information on vehicle requirements and take into consideration down time during inspections.

#### **C.1.2 REMOVAL**

##### **C.1.2.1 SPILL RESPONSIBILITY**

a. The contractor is solely responsible for cleanup of any and all spills or leaks during the performance of this contract that occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors to the satisfaction of the Government and at no cost to the Government.

b. The contractor shall report all such spills or leaks, regardless of their quantity, to the CO immediately upon discovery. A written follow-up report shall be submitted to the CO not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.

(5) Summary of any communications contractor has with press or Government officials other than the CO.

(6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

##### **C.1.2.2 SEGREGATION OF HAZARDOUS WASTE**

All items collected on this contract must be segregated and kept physically separate from any other items until the initial TSDF is reached. The items must be so marked, that they are readily identified to this contract throughout this period.

**C.1.2.3 STATEMENT ON CONTAINERS**

a. The Government does not warrant that the drums or containers are suitable for transportation in accordance with DOT regulations for removal from the pickup site. The offeror is cautioned to ascertain and assess the need for overpacking or recontainerizing based on the site visit. The Government will not provide repackaging materials. The contractor will not be reimbursed separately for repackaging expenses and should include these charges in their disposal pricing.

b. When overpacking of containers is required the contractor will use appropriate equipment to place the container into the outside/overpack container. The inner container shall be kept in an upright position. Overpack containers used for liquids will be marked with directional arrows indicating the upright position of the inner container.

c. Naval Submarine Base Bangor, Camp Wesley Harris and Jackson Park do not allow repackaging of their containers without their express written approval.

**C.1.2.4 GOVERNMENT EQUIPMENT AND PERSONNEL**

The contractor understands that the Government shall not furnish any equipment or personnel to assist in the performance of this contract. Any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government owned loading equipment (clause C.1.2.6), and Government owned scales (clause C.1.2.7), and where applicable, management services.

**C.1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY**

a. Treatment of hazardous waste (including solidification) on Government facilities is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable local, state, and Federal (including 40 CFR 260.10) laws and regulations.

b. The contractor shall not drain and/or flush PCB items at Government installations. Draining will be allowed only to prevent leaking and to meet DOT regulations.

c. Treatment, disposal, or release of gas (other than inert) to the atmosphere on Government premises is not permitted by this contract. The contractor may perform gas extraction for other than inert gas cylinders at the pickup location using self-contained apparatus. This apparatus shall emit no gas into the atmosphere, and purge the entire cylinder contents into a closed receiver for transport to a recycling or disposal site.

**C.1.2.6 LOADING**

a. The contractor is responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise specified, the Government will not load at any location, nor will loading be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the contractor and the initial placement on the contractor's conveyance shall be as determined by the Government. Unless otherwise provided in the contract, the Government will not block, chock,

brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the contractor.

b. The contractor shall be required to furnish a forklift suitable for unstacking pallets that are stacked 2-high at Manchester Fuel Depot, Manchester, WA. Naval Station Everett, Everett, WA will furnish a forklift and operator to assist in tailgate loading.

c. The following locations will provide Government tailgate loading of drums only:

Smokey Point Support Complex, Marysville, WA  
Pacific Beach Recreation, Pacific Beach, WA  
Naval Station Everett, Bldg. 2150, Everett, WA  
Jim Creek NRS, Bldg 75, Arlington, WA  
Naval Undersea Warfare Center, Bldg. 1051, Keyport, WA  
NAVMAG Indian Island, Bldg. 300, Port Hadlock, WA  
Ft. Lewis, WA  
Area Maintenance Support Activity 137, Tacoma, WA  
NAS Whidbey Island, WA  
NAS Whidbey Island Seaplane Base, WA  
NWSTF Boardman, OR  
Umatilla Chemical Depot

d. The following sites will load bulk solid waste:

Naval Base Kitsap, Bangor, Silverdale, WA  
Camp Wesley Harris, Bremerton, WA  
USN Jackson Park Naval Housing, Bremerton, WA  
NAS Whidbey Island, WA  
Umatilla Chemical Depot

e. The following sites will load bulk liquid waste into tankers:

NAS Whidbey Island, WA

f. Note that loading of bulk solids and pumping of bulk liquids may take up to two full work hours, with any hours made necessary by the Government's actions beyond 2 work hours compensated for by adding hours under CLIN 6502TT. Any additional hours added will be rounded to the nearest one full hour, thus 29 minutes over the 2 hour limit will not received additional compensation.

#### **C.1.2.7 WEIGHING OF PROPERTY**

The contractor shall weigh all property before removal. An authorized Government representative will witness all weighing that occurs on site. The weight, agreed upon by both the contractor and the Government representative at the time of removal, will be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the contractor.

a. Bulk Items



(1) Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specific gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The contractor will arrange for and incur all expenses of weighing property at the nearest certified public scale.

#### b. Non-bulk Items

(1) For non-bulk items, the contractor shall provide portable scales for outweighing of property. Portable scales must have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the contractor will not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the contractor, only where they are available, operable, and authorized by the Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

SITE	EQUIPMENT AVAILABLE
Bldg. 9752, Ft. Lewis	75 ton
Bldg. 2757, NAS Whidbey Island	1,000 lbs Portable Beam Scale
Bldg. 893 / 1051, NUWC, Keyport, WA	Truck Scale/Drum Scale
Bldg. 203/Gate E-28,Umatilla Chemical Depot	1,000 Platform / 100,000 lbs Truck scale
Bldg. 60, NAS Whidbey Island Seaplane Base	1,000 lbs Portable Beam Scale
Bldg. 369, NAS Whidbey Island	100,000 lbs Truck Scale
One Stop HW Yard, Yakima Training Ctr.	2,000 lb Drum Platform Scale
US Coast Guard ISC , Seattle	5,000 lbs
Bldg. 300, Naval Ordnance Ctr, Port Hadlock	5,000 lbs
Bldg. 194, Manchester Fuel Depot	1,000 lbs Drum Scale
Bldg. 14, McChord AFB	1,000 lbs / Truck Scale
Camp Withycombe, Clackamas	5,000 lbs A-1 Floor Scale
Bldg. 2150, NS Everett	5,000 lbs Floor Scale

DRMO Lewis	5,000 lbs
West of Bldg. 165, Oregon ANG, Portland	Truck/Platform Scale
Naval Hospital Bremerton	100 lb Digital/ 100+ lb spring loaded
Camp Murray	1,000 lb Platform
Bldg. 1210, Ft. Lewis	1,000 lbs Hanging Scale

(4) The use of commercial scales is not authorized for non-bulk items.

#### **C.1.2.8 BULK LIQUID PUMPING**

a. When bulk liquid pumping is ordered, it may be necessary for the contractor to pump waste from tanks, wash racks, catch basins, clarifiers (Oil/Water Separators). The contractor is responsible to furnish all equipment needed to complete this job, including but not limited to, collection vehicle equipped with pumps, hoses, high capacity pumps, connectors/fittings, and a metering device. Clarifiers (O/W Separators) must be returned to operable level upon completion. Pumps and hoses shall have a capacity to safely handle the types of waste to be collected, and be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank.

b. The actual weight of the material picked up must be identified on the manifest. Some units require annual, semi-annual or quarterly service. Bulk liquid disposal may be ordered from any location in or around pickup points, in addition to the known sites identified below (and note C.1.2.6 f. as well):

<b>SITE/BLDG</b>	<b>TYPE</b>	<b>TANK SIZE</b>
NAS Whidbey, 2757	Above	10,000
NAS Whidbey, 2757	Above	5,000
NAS Whidbey, 2757	Above	5,000
NAS Whidbey	Above	5,000
AMSA 137 Pier, Tacoma	Above	Various
Fort Lawton, various	O/W	700/1,000
Yakima Training Ctr., Yakima	O/W	various
Manchester Fuel Depot, 115/116	Above	42,000
Manchester Fuel Depot, 180/183	Above	5,000
Manchester Fuel Depot, 181/182	Above	27,000
USCG NESO3	Above	500
McChord AFB, 1178	Above	7,000
McChord AFB, 1167	Above	2,000
NUWC Keyport, 884	Above	5,000
NUWC Keyport, 72	Above	5,000
Fort Lewis, 1025	Above	475 / 25,000
Fort Lewis, various	Above	5,000
Naval Ordnance Ctr, Port Hadlock, 185	O/W	1,100
Umatilla Chem. Depot, 4 / 5	O/W	200
Camp Withycombe	O/W	-

**C.1.2.9 SMALL CONTAINERS AND CONTENTS**

a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or nonhazardous property will be ordered using CLINs with a "1" in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than five (5) gallons.

b. Small containers are not:

(1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. (Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint).

(2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN.

d. The contractor shall accept the Government's CLIN assignment as a nonsmall container item unless the contractor demonstrates to the COR/COTR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

e. If the contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the task order, and reduce the containerized CLIN's weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, reCLIN the small container items separately as small containers on the same task order, and reduce the containerized CLIN's weight appropriately.

f. If the contractor elects to package EPA/DOT compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and packing materials will not be included in the total weight calculations for payment purposes.

**C.1.2.10 BULKING AND CONSOLIDATION**

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the locations listed herein:

256<sup>th</sup> Combat Communications Squadron, Cheney, WA  
 Mobile Inshore Undersea Warfare Unit 110, Portland, OR  
 Battery A, 1<sup>st</sup> Battalion 14<sup>th</sup> Marine Reserve Force, Spokane, WA  
 Mobile Inshore Undersea Warfare Unit 102, Spokane, WA  
 Ft Lawton, Seattle, WA  
 Area Maintenance Support Activity 137, Tacoma, WA  
 Hooper US Army Reserve Center, Bothell, WA  
 Oswald US Army Reserve Center, Everett, WA  
 Kandle Hall US Army Reserve Center, Tacoma, WA  
 Renton US Army Reserve Center, Renton, WA  
 Nuttall US Army Reserve Center, Tumwater, WA  
 Wagenaar US Army Reserve Center, Pasco, WA  
 Sharff Hall US Army Reserve Center, Portland, OR  
 Sears Hall US Army Reserve Center, Portland, OR  
 Webb Hall US Army Reserve Center, Eugene, OR  
 Mann Hall US Army Reserve Center, Spokane, WA  
 Walker US Army Reserve Center, Spokane, WA  
 Vancouver Barracks, Vancouver, WA  
 Oregon Air National Guard, Portland, OR  
 Camp Rilea, Warrenton, WA  
 Yakima Training Center, Yakima, WA  
 Manchester Fuel Depot, Manchester, WA  
 Camp Withycombe, Clackamas, OR  
 Central Oregon Unit Training Equipment Site, Redmond, OR  
 Oregon Army National Guard and all satellites turning in to Camp Withycombe, OR  
 HQ, State Area Command Organizational Maintenance Shop, Salem, OR  
 Naval Station Everett, Everett, WA  
 Smokey Point Support Complex, Marysville, WA  
 Pacific Beach Recreation, Pacific Beach, WA  
 Jim Creek NRS, Arlington, WA  
 McChord AFB, WA  
 Camp Bonnaville, Vancouver, WA  
 Naval Ordnance Ctr, Pacific Div. Det., Port Hadlock, WA  
 Umatilla Chemical Depot, Hermiston, OR  
 USN Jackson Park Naval Housing, Bremerton, WA  
 Naval & Marine Reserve Center, Tacoma, WA  
 Camp Wesley Harris Naval Reservation, Bremerton, WA  
 Naval Base Kitsap, Bangor, Silverdale, WA  
 McCarter US Army Reserve Center, Hayden Lake, ID  
 BMA-10, Vancouver, WA  
 USAF Coos Head ANG Station, Coos Bay, OR  
 NAS Whidbey Island, WA  
 NAS Whidbey Island Seaplane Base, WA  
 NWSTF Boardman, OR

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the locations listed herein:

Naval & Marine Reserve Center, Tacoma, WA  
 Camp Wesley Harris Naval Reservation, Bremerton, WA

Naval Base Kitsap, Bangor, Silverdale, WA  
 USN Jackson Park Naval Housing, Bremerton, WA  
 Ft. Lawton, Seattle, WA  
 Hooper US Army Reserve Center, Bothell, WA  
 Oswalt US Army Reserve Center, Everett, WA  
 Renton US Army Reserve Center, Renton, WA  
 Pier 23 US Army Reserve Center/AMSA 137, Tacoma, WA  
 Kandle US Army Reserve Center, Tacoma, WA  
 Nuttall US Army Reserve Center, Tumwater, WA  
 Wagenaar US Army Reserve Center, Pasco, WA  
 Walker US Army Reserve Center, Spokane, WA  
 Mann US Army Reserve Center/AMSA 80, Spokane, WA  
 McCarter US Army Reserve Center, Hayden Lake, ID  
 Vancouver Barracks, Vancouver, WA  
 BMA-10, Vancouver, WA  
 Sharff US Army Reserve Center, Portland, OR  
 Sears US Army Reserve Center, Portland, OR  
 Webb US Army Reserve Center, Eugene, OR  
 Oregon ANG, Portland, OR  
 USAF Coos Head ANG Station, Coos Bay, OR  
 NS Everett, Everett, WA  
 Jim Creek NRS, Arlington, WA  
 Navy Family Support Complex, Marysville, WA  
 Pacific Beach Resort, Pacific Beach, WA  
 NAS Whidbey Island, WA  
 NAS Whidbey Island Seaplane Base, WA  
 NWSTF Boardman, OR  
 Umatilla Chemical Depot, Hermiston, OR  
 Oregon Army National Guard and all satellites turning in to Camp Withycombe, OR

c. Bulking and consolidation will be allowed only if the contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise.

d. Xylene still bottoms and alcohol stain still bottoms will not be commingled with any other wastes.

#### **C.1.2.11 CHARGES FOR EXPEDITES - CLIN 6332-6334, 6342**

a. When the expedited removal CLINs are ordered, waste must be removed within the specified calendar day timeframe. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard removal timeframe as specified in F.3. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6330-35 will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized (non-bulk) waste up to 15,000 pounds in total weight and a maximum of up to eight (8) different TO lines. For bulk removals, one (1) each CLIN 6330-35 is limited to one (1) TO line not to exceed 40,000 pounds in total weight. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

b. When the expedited performance CLINs are ordered, performance must be accomplished within the specified calendar day timeframe. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Clause F.3. Minimum TO

charges will not apply to a TO containing an expedited service CLIN. When expedited service is required, CLIN 6340-45 will be ordered based on the amount of service to be performed. One (1) each of CLIN 6340-45 will be ordered for up to five (5) Special Service TO lines. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

#### **C.1.2.12 PACKAGING FOR CONVENIENCE - CLINs 6311-6315**

a. The Government may order the packaging/repackaging containers for their convenience to turn in to the DRMO. Packaging/repackage CLINS will not be ordered to facilitate acceptance at a TSDF. The contractor shall accept the Government's container size unless the contractor demonstrates to the authorized Government representative that a different size container(s) is required.

b. If the Government requires the contractor to provide packaging/repackaging service, including labeling, cushioning, securing, absorbent materials of the waste then a Management Service CLIN 6502 should be ordered in conjunction with the above CLINs.

c. Labpacking of small laboratory chemicals is found in C.3.7 and should not be ordered under this clause.

#### **C.1.3 POST REMOVAL**

##### **C.1.3.1 RETURN OF SHIPPING DOCUMENTATION**

a. In addition to the Federal manifest requirements for return of signed manifests to the generator, the contractor shall furnish a copy of each manifest and/or bill of lading, signed by the designated TSDF, to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal within 35 calendar days of pickup by the initial transporter. If the waste has not been received by the TSDF within 30 calendar days after the initial pickup date, the contractor shall notify the DRMO of the physical location of the waste. If applicable, the contractor shall provide the manifest and/or bill of lading with additional transporter signatures, as well.

b. If the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest or bill of lading, the cognizant COR/COTR will be contacted for disposition instructions. Failure of any part of this clause will be marked in the APLs.

c. The contractor shall be required to include Initial System Codes on each return manifest for all manifests generated under this contract.

#### **C.2. DISPOSAL / RECYCLING**

This subsection covers requirements for disposal/recycling of RCRA/Non-RCRA items in general, disposal of specialized commodities such as Compressed Gas Cylinders (CGCs) and Polychlorinated Biphenyls (PCBs), and recycling of various mandatory recyclable items.

##### **C.2.1 RCRA/NON-RCRA ITEMS**

### **C.2.1.1 DEFINITION OF RCRA vs NON-RCRA and FINAL TREATMENT/DISPOSAL/RECYCLING**

a. Items identified under CLINs 9100 through 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 through 9999. Any items identified under CLINs 9801 through 9899 are state regulated hazardous waste, only and are not considered a RCRA waste.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 through 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 through 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period, not to exceed 21 days; however, the items in question will be treated as a hazardous waste in the interim and removal timeframes must be met.

(2) For CLINs 9100 through 9899, the following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 et. seq. All facilities used for interim treatment, final treatment or final disposal of items on this contract must comply with 40 CFR 261, subparts C and D, for each waste the facility is permitted to handle. An audit trail must be provided for all RCRA/State regulated hazardous waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract.

**(c) Disposal methods D79, Underground Injection, and D082, Ocean Disposal, are not authorized for wastes on this contract.**

**NOTE: For purposes of this contract, wastes under CLIN 9407DB must be exempt from RCRA Subpart CC requirements (the Volatile Organics Concentration must be less than 500 ppm as defined in 40 CFR 264.1080-1090).**

b. The regulations allow the generator to make the determination about whether to handle specific wastes as UW or as hazardous waste under Part 273. The contractor will be advised on the TO if the wastes are to be handled as UW. The contractor will designate on the manifest in block 14 when UW is being transported.

c. CLINs 9900 through 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 through 9899.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 through 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 through 9899. The contractor's claim that a CLIN identified under CLINs 9900 through 9999 is actually a hazardous waste, which should be identified under CLINs 9100 through 9899, shall be treated

as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 through 9899 to CLINs 9900 through 9999, or from CLINs 9900 through 9999 to CLINs 9100 through 9899 shall fall under the "Changes" clause of this contract.

(2) Final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. If long-term internment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring must be used. An audit trail must be provided for all non-RCRA/non-state regulated **hazardous** waste until final disposal is accomplished. RCRA treatments, Chemical Fixation (T21) and Encapsulation (T39), when performed on CLINs 9900 through 9999 prior to landfill, are considered final processing/final disposal.

d. The following coverage applies when the contractor alleges that a waste designated for recycling cannot be recycled:

(1) If a waste designated for recycling by the generator does not meet the facilities required recycling parameters, the contractor must notify the CO, in writing at least five (5) business days, before pickup, of the rationale and proof for waste rejection. This must include written input from at least three appropriate recycling facilities approved on the DRMS Qualified Facilities List, at least one of which is not owned by the contractor.

(2) The CO will notify the cognizant DRMO and/or generator personnel to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government's. If the DRMO and/or generator personnel agree with the CLIN change the applicable disposal CLIN will be assigned.

#### **C.2.1.2 CERTIFICATES OF DISPOSAL/DESTRUCTION (CDs) - CLIN 6503**

The contractor shall obtain and provide necessary documentation to prove that final disposal of CLINs 9100 - 9899 has been accomplished. Certificates of final treatment or disposal shall be provided to the generating activity identified on the manifest or shipping paper with a copy to the DRMO/COR/COTR. CDs require certifications from agents, officials, or employees of the Qualified Facilities that provided final treatment and/or disposal. **CDs shall be provided within thirty (30) calendar days after disposal occurs.** CLIN 6503 shall be ordered one (1) each for every CD desired per task order line item.

#### **C.2.1.3 DETAILED ANALYSIS**

If the contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the COR/COTR/COTR. The contractor shall be responsible for the proper disposal of all samples.



**C.2.1.4 ALTERNATE DOCUMENTATION OPTION FOR FUELS BLENDING, ANTIFREEZE RECYCLING, BATTERY RECYCLING/RECLAMATION, AND FLUORESCENT LIGHT TUBES AND HIGH INTENSITY DISCHARGE LAMPS**

a. Contingent upon approval from DRMS-BCE, the contractor may utilize a plan for fuels blending, antifreeze recycling, battery recycling/reclamation, and/or fluorescent light tubes and high intensity discharge lamps as a method to alleviate the additional burden of providing documentation past the initial treatment facility. Contractors must submit a plan to DRMS-BCE via the Contracting Officer (CO) that includes, at a minimum, certification signed by a responsible official of the facility, which follows the specific guidelines set forth in paragraphs (1), (2), (3), and (4) below, additionally the facility and all subsequent facilities must appear on the “Qualified Facilities” list on our web site ([http://www.drms.dla.mil/newenv/html/hw\\_disposal.html](http://www.drms.dla.mil/newenv/html/hw_disposal.html)).

**b. Upon Contracting Officer approval, the plan(s) will remain valid for the life of the contract**, providing the facilities remain on the DRMS Qualified Listing. DRMS will certify acceptance of disposal services only after acceptance of the blender’s or recycler’s certification and manifested receipt by the fuels blending or recycler facility. Any inconsistency between this provision and clause C.2.1.1 shall be resolved by giving precedence to this provision.

c. The below guidelines must be followed for each commodity specific plan:

(1) **Fuels Blending** – Fuels blending does not apply to blending for destructive incineration. In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing time that property would remain in the fuel blending tank farm is **sixty** (60) days or less and guarantee that the fuel blended product will not remain in storage longer than the certified processing time, and
- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and
- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 subpart O.

(2) **Antifreeze Recycling** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing time that property would remain in the storage/consolidation facility is sixty (60) days or less and guarantee that the product will not remain in storage longer than the certified processing time. If time exceeds this value, the firm will provide detailed rationale to DRMS, and
- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and
- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after distillation/recycling treatments which require disposal in a RCRA TSDF.

(3) **Battery Recycling/Reclamation** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Describes the procedure for the disposition/sale of the RCRA recovered products (e.g., lead nickel, cadmium, zinc, and lithium), and
- Describes the treatment/disposition methods for liquids in wet-filled batteries, and
  - Identifies by name, address and EPA Id number, and all facilities, which may receive the various components, and
  - Guarantees the recovered product will not be shipped outside the United States, without prior authorization of the CO. If shipped outside the U.S., list all countries that may receive the recovered product. If the components are shipped outside the U.S., that a copy of the notification of intent to export and the EPA Acknowledgment of Consent will be provided with the certificate of recycling.

(4) **Fluorescent Light Tubes, Incandescent Lights, and High-Intensity Discharge Lights** – In addition to the guidelines in paragraphs (a) and (b), the plan must certify the following:

- Specifies maximum processing and storage time that the items (mercury, phosphor powder) will be held until final recycling occurs. Name, address and EPA number of all such processing/storage facilities must be provided.
- Identifies by name, address and EPA number all facilities, which will receive the mercury and phosphor powder for final recycling activities.
- Specifies that the items mentioned in the appropriate clause(s) will be processed as required and the names and addresses of the companies performing these activities will be provided.
- Firms that receive the glass and other non-regulated items do not need to be listed on the DRMS Qualified TSDF Listing.

(d) Should a facility on a plan be removed from the DRMS Qualified Listing, the plan will become invalid and no longer become available for use. Replacement facilities or new facilities should be submitted on a new plan and submitted for approval to DRMS-BCE via the CO.

#### **C.2.1.5 LIGHT WEIGHT WASTE SHIPMENTS**

The Government anticipates shipping bulk items of various sizes and densities, both RCRA and non-RCRA. This may include, but is not limited to construction and demolition materials, rags, paper, filters, plastic, etc. in bulk containers (roll offs) and wranglers.

##### **C.2.1.5.1 LIGHT WEIGHT BULK SHIPMENTS - CLINs 9407DB**

a. For contract purposes, light weight CLINs are any bulk wastes weighing less than two hundred (200) pounds per cubic yard and will be suffixed with DB. Due to the difficulty involved in estimating the weight of bulk items, if the wrong CLIN is ordered on the Task Order the COR/COTR shall contact the Contracting Officer for a CLIN change prior to removal. Calculations of the weight per cubic yard will be arrived at using the requirements per clause C.1.2.7 or by using the following formula: Net Weight of waste divided by Total Cubic Yards of Container.

$$\frac{\text{Net Weight of Waste (Total weight minus container weight)}}{\text{Size of Container in Cubic Yards}}$$

b. Bulk items not meeting the definition of above shall be ordered under the standard (non-suffixed) bulk solid CLINs.

#### **C.2.1.6 DISPOSAL FOR HIGH LEVEL MERCURY – CLIN 6500MM**

Hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg shall be ordered with the unit of issue being pounds, in an equal number of pounds to that of the disposal CLIN when the Government orders disposal of waste contaminated with high-level mercury. This CLIN shall be ordered as a surcharge in conjunction with the disposal CLIN. Clin 6500MM does not apply to disposal CLINs suffixed with an M in the fifth or sixth position.

#### **C.2.1.7 EMPTY CONTAINERS**

Prior to reuse or sale of empty containers, the contractor shall comply with the empty container requirements of RCRA, the empty packaging and other shipping requirements of DOT, and obliterate all markings and labels. Obliteration under this contract shall mean the removal by scraping, sanding, burnishing but does not mean the painting over of markings and labels. The contractor shall be exempt from the requirement to obliterate markings and labels only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

#### **C.2.2 DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCB), PCB CONTAMINATED AND NON-PCB MATERIAL**

All PCB, PCB contaminated and non-PCB material under this contract shall be transported and disposed of within the continental United States (except for such outside transportation and disposal as would be required for all pickup sites located outside the continental United States). For purposes of this contract, all PCB, PCB contaminated and non-PCB material will be disposed of in accordance with paragraph (a) below.

(a) DISPOSAL METHODS: The contractor shall dispose of all items by incineration which is in conformity with 40 CFR 761.70 and its referenced parts. The contractor shall provide a complete audit trail of those items being disposed of with a complete list of facilities performing disposal. This contract requires incineration of all liquids, including rinsate (from containers), and all non-metallic solids in a facility approved for PCB disposal. A

(b) CERTIFICATE OF DISPOSAL: Certificates of Disposal/Destruction for PCB bearing property shall be returned to the generator as listed in Block 5 of the Hazardous Waste Manifest from the prime contractor within 30 days from date of PCB destruction, with a copy provided to the DRMO/COR, and accompany the documentation stated in G.11 listing all disposal methods, which will include the method of disposal and destruction, i.e., T07 (incineration). The CD must include the TO number and line item. The prime contractor shall return Certificates of Disposal/Destruction for all items listed on the original manifest, this includes items sent to subcontractors for incineration. This is in addition to the requirements of G.11.

(c) When PCBs and containers show nine (9) months have elapsed between the out-of-service date and the delivery order issue date CLIN 7990 should be ordered. This CLIN will be ordered in conjunction with the appropriate disposal Clin at a rate of one (1) pound for each one (1) pound of disposal CLIN. To qualify for payment of the surcharge, the contractor must ensure

that the PCBs are disposed of prior to the one-year anniversary of the out-of-service date or the surcharge will not be valid.

### **C.2.3 COMPRESSED GAS CYLINDERS**

a. The contractor shall provide all services necessary for the assessment of all gas cylinders, the discharge of inert gases, the final treatment/disposal or recycling of the non-inert gases, and the decommissioning, cleansing and recycling of metal from emptied cylinders. Cylinder disposal shall result in the destruction of the cylinder, such that it can no longer be used as a cylinder.

b. When the Government has information identifying contents, it is provided for information purposes only and is not a guarantee of the cylinder contents. A listed content does not relieve the contractor from the responsibility to ensure that the contents are correctly identified. The contractor is authorized to re-valve cylinders in order to discharge gases or transport off-site as appropriate.

c. The contractor shall not remove any gas cylinders whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The contractor is required to provide the COR/COTR written explanation for refusing any cylinders for processing (see Attachment X). Refused cylinders must be identified by serial number or other identifiable markings or by a contractor/COR/COTR assigned identification number. This number must be identified in the written explanation refusal.

d. The contractor is required to discharge, recycle, or dispose of the gas in accordance with DLAI 4145.25 at [www.dlaps.hq.dla.mil/dlai/i4145.25.htm](http://www.dlaps.hq.dla.mil/dlai/i4145.25.htm) or requested from the COR/COTR. (example: the contractor will recycle and not dispose of the gas if required per DLAI 4145.25) The contractor shall complete a certificate of disposal or a certificate of recycling for all gases and empty cylinders and furnish them as appropriate under G.11 and to the generator with a copy to the DRMO/COR/COTR.

e. The contractor is solely responsible for any and all atmospheric releases of gas occurring during or resulting from performance of this contract. The contractor agrees to reimburse the U.S. Government any and all costs incurred for accidents resulting from improper handling, gas extraction, grinding, drilling, torching, etc. of any cylinders.

f. The contractor is to complete the Compressed Gas Cylinder report for each cylinder at each pickup location (See Attachment X) when ordered to Discharge Inert Gases, and Evaluation/Identification of Cylinders. A copy of the Compressed Gas Cylinder report shall be provided to the generator and the DRMO/COR/COTR prior to invoicing and IAW G.11

g. Discharging of inert gases, those not regulated by Federal, state, or local regulations as wastes or pollutants, shall be discharged to the atmosphere at the Government facility or may be transported to a TSDF for venting. All proper safety precautions must be observed. When the cylinder is completely empty, the contractor shall decommission the cylinder in accordance with instructions below. If the contractor chooses to remove inert cylinders for venting off-site, all work described below shall be accomplished and the decommissioned cylinders shall be returned to the appropriate DRMO within 60 calendar days of removal. Prior to venting gases at

Government facilities, the contractor shall coordinate through the COR/COTR with the Base Environmental Office. Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device in accordance with DLAI 4541.25, Section 7.7-2c.

**Note:** When the Government requires the contractor to remove inert gases by venting, either off-site or on-site, the contractor shall process emptied cylinders in accordance with paragraph i. below.

h. Once emptied of non-inert gas the cylinders shall be cleansed, decommissioned and recycled for metallic content in accordance with this clause. In addition, the contractor will complete Certificates of Recycling for all gases, which are processed for reuse and used as fuel, or Certificates of Disposal for all gases disposed of by incineration or treatment/neutralization.

i. To decommission empty cylinders the contractor shall take the following actions to process each cylinder containing identified non-inert gas or inert gas:

(a) Track every cylinder by serial number, CLIN, and task order number throughout the disposal process until each individual cylinder's contents are purged or the point of final release of each cylinder from the contractor's custody.

(b) Purge and cleanse all cylinders of their contents. For any purging of cylinders performed on Government premises, purged contents shall be removed using methods, which will not constitute treatment (i.e., the characteristics of the gas will remain unchanged). The contractor shall dispose of all rinsates/residues/hazardous wastes generated by this requirement at no additional cost to the Government.

(c) Decommission/dispose of each cylinder, which contained non-inert materials. Prior to release by the contractor, the contractor shall obliterate all DOD identification markings present on every cylinder disposed of under this contract. For example, grinding or cutting out (with a cutting torch) may meet this requirement. The contractor shall dispose of each cylinder using one of the following methods:

(1) Reutilization of cylinders, which meet the Department of Transportation criteria, for reuse. To utilize this method of disposal, each cylinder to be reused must be hydrostatically tested by a registered hydrostatic test facility. Copies of all test results for such cylinders will be provided as proof of reutilization to the generator and DRMO/COR/COTR and IAW G.11.

(2) Smelting cylinders using a scrap metal recycler. Prior to smelting, the contractor shall de-valve the cylinder, mark/stamp the cylinder "CONDEMNED-SCRAP" and drill/puncture a hole, at least ½ inch in size through the cylinder. As an alternative to drilling or puncturing a hole, inlet threads shall be destroyed sufficiently to prevent installing a valve with a gas tight seal or the contractor may cut the cylinder in half. The contractor shall complete/provide certificates of destruction for all cylinders disposed of using this method. Cylinders too small for marking/stamping are required to be tagged or labeled with the words "CONDEMNED – SCRAP".

(3) Burying cylinders in an approved landfill. Prior to burial, the contractor shall de-valve the cylinder, and mark/stamp the cylinder "EMPTY". The contractor shall complete and provide certificates of destruction for all cylinders disposed of using this method.

**Note:** This is the only method acceptable for disposal of asbestos containing non-inert cylinders. Example: Acetylene cylinders, which contain asbestos, are NOT reusable.

(j) The generator is responsible for contacting DSCR to ascertain if the cylinder and/or the gas is required to be sent back to the National Stockpile at Richmond, VA. When the generator is directed to return the cylinder/gas the generator will order the contractor to ship those items IAW all Federal, state, local, DoD regulations. The contractor will provide the generator all shipping papers and a unique shipping number for each item within 5 days of shipment. CLIN 6609ZZ will be ordered for this service.

#### **C.2.3.1 EVALUATION/IDENTIFICATION OF CYLINDERS - CLIN 6601**

Some cylinders may contain unknown contents, have inoperable valves, or may be plugged or may not be DOT transportable due to their condition. When CLIN 6601 is ordered, the contractor is required to perform an evaluation of the cylinders on site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the valves (operable/inoperable). This report will indicate, among other things, whether sampling and analysis (CLIN 6608) will be required to identify the contents and whether the contents need to be recontainerized (CLIN 6609AA). The contractor shall have fifteen (15) calendar days from issuance of a written task order citing CLIN 6601 to complete the evaluation and submit the report to the COR/COTR.

#### **C.2.3.2 ANALYSIS TO IDENTIFY CYLINDER CONTENTS - CLIN 6608**

When CLIN 6608 is ordered, the contractor shall be required to perform appropriate analysis to properly identify gases and complete waste profile forms. For each CLIN 6608 ordered, the contractor shall be required to sample and analyze the contents of one cylinder. After issuance of a written task order, the contractor shall be required to draw all samples, complete all tests, and provide typed waste profile sheets to the COR/COTR within thirty (30) calendar days. The contractor shall perform sampling in such a manner that no gas is emitted to the atmosphere. Analysis of waste and completion of waste profile sheets is in this contract to serve DOD generators covered by this contract. It is not intended to alleviate the contractor's responsibilities under other sections of this contract. The contractor shall be responsible for the proper disposal of all samples taken IAW all applicable local, state, and Federal laws and regulations. Cylinders may have either a valve or plug.

#### **C.2.3.3 RECONTAINERIZATION/REPLACEMENT OF VALVES - CLINs 6609AA, 6609BB**

When CLIN 6609AA is ordered, the contractor shall be required to recontainerize cylinders containing either inert or non-inert or unknown gas when the cylinder has been determined to be non-transportable. Recontainerizing may include (but is not limited to) removing gas from one cylinder and placing it into another DOT approved cylinder/container. Cylinders may either have a valve (operable/inoperable) or a plug in place. When CLIN 6609BB is ordered, the contractor shall be required to replace an inoperable valve. The contractor shall have thirty (30) calendar days from issuance of a written task order to complete the recontainerization and/or valve replacement. When the gas is an unknown and there is no other means of extracting a sample for analysis, the Government will order analysis under CLIN 6608 at the same time as the recontainerization. In this instance the contractor shall be required to complete all tasks associated with both CLINs 6609AA and/or 6609BB and CLIN 6608 within thirty (30) calendar days. All actions taken by the contractor resulting from recontainerization may either be

transported off-site, cleansed and recycled to a scrap metal recycler by the contractor; or cleansed on-site (inerts only) and placed in an area designated by the COR/COTR. In either case, the contractor is required to remove all DOD identification markings and puncture a hole in the cylinder.

#### **C.2.3.4 SURCHARGE FOR ZONE "A" POISON GASES - CLIN 6610PA**

CLIN 6610PA will be ordered if any poison gases assigned hazard zone "A" (see 49 CFR 173.116) are included on a task order. One each CLIN 6610PA will be ordered per task order if any gases on the task order are classified as poison hazard zone "A" and require a dedicated truck for removal.

#### **C.2.3.5 ODS REMOVAL/REFRIGERATION UNIT REMOVAL/DISPOSITION - CLIN 6502ZD**

a. The contractor shall provide transportation removal of refrigeration units, including but not limited to, refrigerators, freezer units, ice machines, air conditioners, water coolers, and refrigeration components, to an off-site location for the purpose of removing Ozone Depleting Substances from the units. The contractor and its subcontractors, agents, employees must perform all work IAW 40 CFR Part 82 Subpart F. It is anticipated that the generator will notify the contractor when refrigeration units (refrigerators) are ready for transportation. The contractor has five (5) calendar days to remove the units after the task order is issued. All refrigerants shall be drained, captured/recovered, and reclaimed/recycled. The contractor shall document the removal of the refrigerant as required by law and furnish a copy to the generator within thirty (30) calendar days after removal of the unit.

b. The generator is to contact the DLA National Stockpile in Richmond, VA to ascertain the requirement of whether the refrigerant is required to be shipped to the Stockpile or not before releasing the refrigeration units to the contractor.

c. The contractor is responsible for final disposition of the refrigeration unit(s) in accordance with all pertinent laws and regulations. The units are not to be returned to the Government for disposal or other disposition unless so stated on the TO.

#### **C.2.4 RECYCLING**

##### **C.2.4.1 RECYCLING/RE-USE/RECLAIM**

a. Recycling, if required by the Government, is defined in specific clauses located within this section of the contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract, unless specifically listed otherwise in the contract. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(2) Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.

(3) All resulting solid wastes must be disposed of per clause and/or per regulation.

(4) Certificates of Recycling shall be submitted to the generator with, copies to DRMO/COR/COTR when required as stated in other clauses.

b. Recycling CLINs may only be ordered when the waste plus container weigh a minimum of 100 pounds, unless an exception as listed elsewhere applies.

c. Some waste deemed for recycling may also be anticipated under the appropriate disposal CLIN. If a waste designated for recycling does not meet the required parameters, the contractor must notify the CO in writing, of the rationale for waste rejection, as well as proof of the rejection. If the waste is rejected, the contractor must contact the CO and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis, which supports the rejection to the CO, within fourteen (14) calendar days after the occurrence. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

#### **C.2.4.2 COMMODITY SPECIFIC RECYCLING REQUIREMENTS**

a. **Fuels Blendable Materials** - Recycle/fuels blend/burn, waste if it has a BTU level of 5,000 per pound or greater; and contains no more than fifteen (15) percent water by volume; and no more than five (5) percent halogens by volume. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the CO upon request. Fuels blending CLINs shall include an RR suffix.

b. **Batteries** - Recycle/reclaim the RCRA regulated components of all batteries removed under CLIN(s) suffixed AB (alkaline), LA (lead acid), NC (nickel cadmium), LL (lithium), MB (mercury), MG (magnesium), NH (nickel metal hydride). Caution is required as some batteries may be filled with electrolyte. Recycling/reclamation shall meet all requirements of 40 CFR. Mercury batteries require reclamation which must be accomplished via retorting or roasting in a thermal-processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery; recycling of lead from lead acid batteries; reclaim nickel and cadmium from nickel cadmium and Nickel Metal Hydride batteries; recycle zinc from alkaline batteries; recycle metal casings, as well as the magnesium and chromium, when present, from magnesium batteries; recycle lithium salts from various types of lithium batteries. Universal Waste batteries will be suffixed with a "U" in the fifth position (See C.2.1.1.b).

c. **Solvents and Antifreeze** – Recycling by means other than fuels blending/burning, solvents removed under CLINs suffixed "SD" and antifreeze removed under CLINs suffixed "AF".

d. **Fluorescent Light Tubes, Incandescent Lights, and High-Density Discharge (HID) Lamps** – Items falling under this requirement are suffixed with FT and recycling of those fluorescent tubes and HIDs must accomplish the following:

(1) A minimum of 99% of the mercury content of bulbs must be recovered for reuse. The recovered mercury must be of a purity of at least 99%.

(2) Aluminum end caps or metal sockets **MUST** be recovered for reuse of the metal content.



(3) Crushed glass must be recovered for reuse.

(4) Aluminum end caps or metal sockets, crushed glass and phosphor powder (where applicable) resulting from the process must be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the 0.2 mg/L TCLP RCRA regulatory level for mercury.

e. **Latex Paint** – Recycle latex paint from partially used cans. The paint will not be hardened. The recycling facility must blend the paint into a usable product. Latex paint CLINs will be suffixed with LP.

f. **Oil Filters** – Requirement to recycle of oil filters removed under CLIN 9902FA will be for filters that are drained of oil but some liquid will remain. CLIN 9904FB will be drained of oil and are dry. The contractor shall recycle at least 90% (by weight) of the filter. The contractor is required to recycle all of the drained oil.

### **C.2.5 DEMILITARIZATION VIA SERVICE CONTRACT**

Property requiring Demilitarization by the Government will be so listed on the DD Form 1155 Order for Supplies or Services by the DRMO. When property requiring DEMIL is ordered the contractor is required to dispose of this property and provide all documentation, in addition to the documentation requirements of G.11 for invoicing, per DoD commodity specific requirements as below, within 30 days of appropriate disposal. Specified documentation shall be returned to the generator, as listed in Block 5 of the manifest, and the DRMO/COR/COTR, unless otherwise noted. The contractor may submit appropriate documentation for any additional charges incurred for the requirements of this clause over and above their normal disposal price(s), which upon Government approval will be incorporated into the order price(s).

#### **C.2.5.2 DEMILITARIZATION OF CDE KITS - CLINs 9102CD**

When above CLIN is ordered the contractor is required to dispose of this property at a RCRA-permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal. *The certificate of disposal shall be included in the contractor's pricing of this CLIN.*

#### **C.2.5.4 BONDCOTE TENTS/FABRICS - CLIN 9407BT**

CLIN 9407BT will be ordered whenever the Government requires disposal of BondCote tents/fabric and tent accessories. Tents/fabric have been treated with barium. Contractor may not recycle, reuse nor reclaim any material ordered under this CLIN. The material may be packaged but may not be in DOT shippable containers. *The certificate of disposal shall be included in the contractor's pricing of this CLIN.*

#### **C.2.5.5 DEMILITARIZATION OF PASSIVE COUNTERMEASURE SYSTEM (PCMs) MATERIAL TYPES 6, 3R and 18 - CLIN 9904CM**

a. **The contractor is required to ship property ordered under CLIN 9904CM directly to the incineration facility** and dispose of this property by incineration per DOD requirements. The disposal manifest from an incinerator on the DRMS "Qualified Facilities List" will serve as the Demilitarization Certificate to certify DEMIL as accomplished.

b. The property will be packaged in plastic opaque trash bags and requires incineration to accomplish the demilitarization of the property. The majority of the material estimated is rubberized tiles. Each tile is approximately 24" by 24" and weighs 2 to 4 pounds. There will be limited amounts of tarp material; Poles, stakes and ropes are not anticipated to be part of the requirement. The tarp material is approximately 36" by 76" and weighs 11 pounds each. All property has been tested and is not regulated by DOT or EPA.

### **C.3 SPECIAL SERVICES**

This section covers requirements for various special services related to managing the disposal/recycling of RCRA/Non-RCRA items, CGC, PCBs, and other related services. The services in this subsection do not normally include actual disposal of wastes, which will be ordered under appropriate disposal CLINs covered elsewhere in this contract.

#### **C.3.1 RETROGRADES**

The contractor agrees to pick up and remove PCB and nonPCB retrograded property from Port of Entries (POE) on this contract. A retrograde is defined as the return of U.S. made and or procured property from an overseas U.S. military location. The contractor will receive a TO listing of all the property in the shipment a minimum of thirty (30) days in advance of the date the shipment is scheduled to arrive CONUS at the POE indicated. The contractor will be provided with the following: carrier(s) name, carrier(s) point of contact, shipping information and estimated arrival date/time. The contractor will provide all the necessary equipment for pickup. The contractor must remove the arriving property from the POE within ninety-six hours (96) once the property is available for removal. It is the contractor's responsibility to coordinate with the carrier(s) or POE to determine the availability of property as to time and date or changes in carrier(s) or POE in order to meet the removal timeframe. The contractor shall make all notifications to the appropriate Federal agencies, i.e., DOT, EPA, USDA, with copies to the COR/COTR. The contractor may submit appropriate documentation for any additional charges incurred for the requirements of this clause over and above their normal disposal price(s), which upon Government approval will be incorporated into the order price(s).

#### **C.3.2 TANK / WASH RACK CLEANING - CLINs 6350-6356, 6360, 6361**

a. CLINs 6350-6356: When any of these CLINs are ordered, the contractor shall provide and mobilize all equipment needed to clean tanks, totes, oil/water separators, wash racks, etc., until no visible residue remains. Stains are not considered residue. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank/wash rack pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank or wash rack in accordance with C.1.2.8. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate containerized/bulk disposal CLIN based on the most previous known contents in the tank. This CLIN will appear on the TO issued for tank/wash rack cleaning. In all cases, the Government will ensure the pumpable waste in the tanks/wash rack is removed prior to tank cleaning. All work shall be completed within twenty-one (21) calendar days of issuance of a written TO. (See clause F.3)

b. If the contractor elects to introduce liquids or other materials to tanks/wash racks to facilitate the removal of sludges/solids, the contractor shall monitor through metering, weighing, or any other approved measuring technique the amount of liquids or other materials introduced into the tank/wash rack. The monitoring method used must be approved by the COR/COTR prior to commencing work. The weight of the liquids or other materials introduced to the tank/wash rack will be subtracted from the total weight of the wastes removed from the

tank/wash rack. The difference between the liquids or other materials introduced into the tank/wash rack and what is removed from the tank/wash rack (the resulting sludge/solids) will be disposed of under the appropriate disposal CLIN, as stated above. The contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government. The contractor must check with the COR before beginning the cleaning process to ascertain whether water will be furnished or not by the base.

c. When multiple tanks/wash racks are co-located in the same building, tank farm, wash facility, etc., only one (1) CLIN each shall be used with a limit of 3 tanks/wash racks per CLIN.

d. CLINs 6360-6361 shall be ordered by the hour for contractor personnel to perform the job requirement, beginning and ending upon contractor's arrival and departure from the worksite, ordered with CLINs 6350-6356. The Government shall use their 'best estimate' when ordering CLIN 6360, 6361.

e. Tank/wash rack cleaning may be ordered from any location in or around pickup points in the solicitation in addition to the known sites identified below:

SITE	ANTICIPATED PREVIOUS CONTENTS	ANTICIPATED TANK SIZE	ABOVE/BELO W GROUND
Fort Lawton	9906	700 / 1,700	O/W
Yakima Training Ctr	9906	1,000 / 2,000	
Naval Station Everett	9906 w/sand,mud,oil	Storm water outfall	O/W
USCG ISC, Pier	9906	3,250	O/W
USCG ISC, Various	9906	1,500	Catch Basin
USCG ISC	9907	1,000	Below
Fort Lewis, Various	9406 / 9806	500 – 5,000	Above
Naval Ordnance Ctr, Port Hadlock	9906	1,100	O/W

f. If confined space entry is required for any tanks on this contract the contractor must provide entry procedures to the COR/COTR. The Government must approve the plan prior to the contractor commencing work. The contractor shall also provide access permits and all safety equipment including breathing apparatus, if required.

g. The Government will provide the contractor a water source for cleaning and refilling the oil/water separators at Fort Lawton, Yakima Training Center, and Naval Ordnance Center Pacific Division Detachment Port Hadlock.

h. The Government will provide the contractor a water source for cleaning the above ground tank at Fort Lewis.

i. Distance to the nearest tanker parking area varies from 25 feet to 50 feet at Fort Lewis and 20 feet at Naval Ordnance Center Pacific Division Detachment Port Hadlock.

### **C.3.3 PERFORM ANALYSIS**

a. Analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the contractor obligations designated elsewhere in this contract. The contractor shall provide all services, property, supplies, furnishings, and equipment necessary to conduct the required tests(s) of Government selected items.

b. The Government will order this service using any of the CLINs listed (unit of issue is “each”) on a TO. One each equals one waste stream (or one kit) to be analyzed by the contractor. The contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II and III and any other pertinent regulations as necessary, i.e., state regulations.

(2) It is the responsibility of the contractor to transport samples from the pickup point to the analytical laboratory. The contractor must complete a chain of custody form for each sample taken with completed forms to be provided to the DRMO along with the analytical data.

(3) The contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis and provide a copy to the generator and DRMO/COR/COTR and in accordance with G.11. If there is additional sample left over after analysis; the contractor is responsible for its disposal.

c. Original analytical data and chain of custody forms will be provided to the COR/COTR within thirty (30) calendar days of issuance of a written TO.

#### **C.3.4 PREPARE WASTE PROFILE FORM – CLIN 6400AA, 6400AB**

a. When CLIN 6400AA or 6400AB is ordered, the contractor is required to prepare a typed Hazardous Waste Profile Sheet, DMRS Form 1930. One “each” will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found in the Attachments. Using analytical data/generator information provided by the Government, the contractor must complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR/COTR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930. CLIN 6400AB will include the ADWR form if required by the generator, CLIN 6400AA will be used when the ADWR form is not required.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations under any other section of this contract. See F.3 for performance timeframes.

#### **C.3.5 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS – CLIN 6400TS**

##### **a. Step One**

When the government has a requirement for identifying a waste of unknown composition for the purpose of completing a Hazardous Waste Profile Sheet (DRMS Form 1930), a written task order will be issued for an “unknown analysis” using CLIN 6400TS. The Government will provide all known information concerning the unknown material prior to sample collection. When CLIN 6400TS is ordered, the analysis shall include: (1) ignitability (D001), (2) a reactive assessment (D003), (3) a pH test (D002), (4) a qualitative analysis for Total Metals, (5) Total Pesticides, and (6) Total Organic compounds. The contractor shall collect a sample of sufficient quantity to perform all step 1 tests and any additional testing necessary to identify the material to help the generator to fill out the Hazardous Waste Profile Sheet. Samples will be collected following current EPA and state protocols covering sample collection, sample storage and chain of custody procedures. Samples will be collected in laboratory supplied sample containers. A certified laboratory will complete all testing.

If the Government suspects contamination not covered by the tests listed above, e.g. PCB, asbestos, etc., the Government will order the applicable CLIN separately.

If qualitative analysis testing does not indicate the presence of metals, pesticides or organic compounds, the contractor shall forward information to the generator to complete the DRMS Form 1930 in accordance with the instructions for DRMS Form 1930.

b. Step Two

The government may order additional analytical testing if qualitative analysis indicates the presence of metals, pesticides and/or organic compounds. When qualitative analysis performed in Step One indicates the presence of metals, pesticides, and or organic compounds, the government may order additional testing that may include TCLP Metals (D004-D011), TCLP Pesticides (D012-D017) and/or TCLP Organics (D018-D043) to identify the contaminants in sufficient detail to complete the DRMS Form 1930. When these additional tests are needed, they will be ordered under the appropriate separate CLIN.

**When step two testing is ordered, the Government will notify the contractor within ten (10) calendar days from the date the COR/COTR received the analysis from step one. The task order containing CLIN 6400TS will be modified to add the additional testing requirement(s). The contractor will complete Step Two analysis within 15 days of receiving a written modification to the original task order. Step Two analysis may be performed on excess samples collected during Step One, and/or samples remaining at the certified laboratory at the completion of Step One.**

c. The following applies for all work performed in conjunction with the above CLINs:

1. The Contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items.
2. Analysis ordered under CLIN 6400TS shall be performed as specified in clause C3.3, with the exception of the timeframe specified in C.3.3c.

The contractor has twenty (20) calendar days from the issuance of a written delivery order to complete all testing, analysis and documentation as stated for Step One. The contractor has fifteen (15) calendar days to complete all testing, analysis and documentation as stated above for Step Two after receipt of a written task order. All original analytical data and chain of custody forms will be provided to the COR/COTR within twenty-five (25) calendar days for step one only, and fifty (50) calendar days for step two of issuance of a written task order.

**C.3.6 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES - CLINs**  
**6372-6377BU, 6385-6387BU**

a. CLINs 6372-6375: The contractor is required to provide the appropriate ordered plastic lined rolloff storage containers for a period of up to thirty (30) calendar days from date of initial placement. The rolloff containers will have watertight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. All placements of rolloff(s) is required within five (5) calendar days after issuance of a

written TO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate “bulk” CLIN.

b. CLINs 6385: Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial thirty (30) day placement period, it will be ordered by issuance of a written TO using the above listed CLINs. Rental time may be ordered on a month-by-month basis (one (1) ea. equals a one-month rental timeframe of thirty (30) days) or in any timeframe required (2 ea. for 2 months, 3 ea. for 3 months, etc.). If a rolloff is ordered in multiple timeframes and is not required for the complete time ordered, a modification to the TO may be issued to reduce the rental time for the remaining months. For example, the Government orders 6 ea. (6 months) of rental and 3 months and 15 days have elapsed, a modification will be issued to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31<sup>st</sup> day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the final TO is issued for disposal of the waste stream.

d. The contractor is required to weigh empty storage containers prior to use by the Government and provide the COR/COTR a copy of a certified Weight Certificate which shows the weight of each empty storage container at the time of placement. The contractor is required to weigh each storage container upon pickup (and provide a copy of the weight certificate for each container showing the weight of the storage container and its contents) to the COR/COTR. The Government will only pay disposal fees for the weight of the contents.

e. The CLINs listed above will only be ordered by the Government for the convenience of the Government.

f. CLINs 6377BU, 6387BU, Baker Tanks: The contractor shall provide delivery and removal of a 2,400 gallon capacity Baker Tank to the generator's site as listed on the Task Order. The container shall be lockable. The container shall be ordered for up to thirty (30) days from date of initial placement. Each subsequent 30 day period shall be reordered under the rental CLIN 6387BU and may be ordered in multiple quantities on one task order. Initial placement of the tank is required within five (5) calendar days after issuance of a written TO citing CLIN 6377BU. Use of the tank for less than 30 days (of each order) will not be prorated. The disposal of the contents and/or the cleaning of this tank shall be ordered under other CLINs on this contract.

### **C.3.7 LABPACKING SERVICES - CLIN 6321-6323**

a. The contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. This CLIN(s) does not include disposal. This clause does not relieve the Contractor of repacking requirements in C.1.2.3 when the Government does not require labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The contractor shall accept the Government's container size unless the contractor demonstrates to the COR/COTR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the TO. The list will include

chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The contractor shall:

(1) Prepare labpacks for chemical waste. This service consists of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a task order using the labpack service CLIN(s) listed above.

(2) The contractor will labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the labpack. The list must specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor will weigh all items, actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR/COTR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be assigned to each completed labpack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the labpack and one copy will be provided to the COR/COTR when packaging is complete.

(3) The contractor will place appropriate markings and DOT labels on each container, along with an inventory list.

c. The contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. When labpacking services are ordered, all work must be completed within thirty (30) days of written TO issuance.

d. The Government will issue a TO for the disposal of labpacks after the labpacking service is completed. TOs containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN/item packaged in each labpack. The total weight of each separate CLIN/item in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the task order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the Contractor under the labpack CLINs are excluded from the small container definition in C.1.2.9.

e. When labpacking Clins are ordered for Household Hazardous Wastes (HHW) the contractor will be required to pack for compatibility and IAW DoT regulations. HHWs are exempt from RCRA and State regulation in the state of Washington. Items will be identified as HHW on the DD Form 1155 to the contractor.

#### **C.3.8 MANAGEMENT SERVICES - CLIN 6502**

a. The contractor shall within seven (7) calendar days after notification of task order, provide management service to process hazardous materials/waste from any generator serviced by this contract. CLIN 6502 will be ordered by the hour and requires one hour to be worked by

one qualified contractor employee, with work beginning and ending upon contractor's arrival and departure from the worksite. Work may include armory cleaning, completing waste profile sheets, overpacking, labeling, marking, handling and properly storing containers on Government premises, and completing DoD turn-in documents (DD Form 1348-1a). Labeling shall include accumulation start date, waste name, DTID number and shall also be in accordance with all EPA/DoT requirements. All DD Form 1348-1a shall be typed and shall include the proper disposal Clin and disposal unit price. For hazardous materials, contractor shall obtain material Safety Data Sheets (MSDS) if unavailable from the generator.

b. For materials/waste overpacked/repacked under CLIN 6502 the providing of overpack/repack containers is covered under CLIN 6310-6316 so the cost of furnishing these will NOT be included in the bid price for CLIN 6502 (See C.1.2.12). The handling of wastes, i.e., drums, does not include contractor providing a truck or other heavy equipment (under this Clin) unless the contract is so modified.

c. The Government will furnish all labels, forms, reference materials needed to accomplish tasks necessary to prepare materials/waste for turn-in to the DRMO. The contractor shall provide all labor, personnel protection equipment (ppe) and required materials (except heavy equipment, overpack containers) to complete paperwork (profiles, MSDSs, DD Form 1348-1a) to the designated generator upon completion of all task associated with this Clin.

NOTE: It is not necessary to order CLIN 6400AA, Preparation of Waste Profile Forms, when ordering the services provided under CLIN 6502.

### **C.3.9 PROVIDE MANIFEST TRACKING LOG – CLIN 6681**

CLIN 6681 will be ordered simultaneously for each waste task order if required by any generator under the contract. Once each waste disposal delivery order for these sites is completed, i.e., services are accepted/approved per G.11 and disposal has occurred; the contractor shall prepare a comprehensive Manifest Tracking Log (DRMS Form 1683) detailing all accepted/approved services per G.11. This comprehensive Manifest Tracking Log shall be provided to DRMO Ft. Lewis within 30 calendar days of disposal.

### **C.3.10 PICKUP/TRANSPORTATION SERVICES – CLIN 6502TT**

The contractor shall provide either 1) a 5,000 gallon vacuum truck for pumping, transportation and off-loading of liquids at generator sites; or 2) suitable heavy truck for movement of roll-off containers, when ordered under CLIN 6502TT. The Task Order will designate which generator requires this service and which particular service, vacuum truck or heavy truck time applies. In each case the hourly rate includes the vehicle and driver, with actual hours used beginning and ending at arrival/departure from the work site. Normal connections or those already listed in the contract are required for the vacuum truck.

### **C.3.11 CLEANING OF FIRING RANGE AREAS AT USCG SUPPORT CENTER, PIER 36 – CLIN 6502BT, 6502FR**

a. When CLIN 6502BT is ordered the contractor shall be required to provide labor, equipment, including HEPA vac, supplies, appropriate ppe, and containers to remove lead buildup from the firing range bullet trap or firing range floor, as designated by the COT/COTR. The contractor shall package the waste into the containers and mark and label the containers appropriately. The contractor shall move the containers into the base storage area if requested.



CLIN 6502BT shall be ordered by each (with one “each” consisting of one bullet trap or one firing range floor) and the disposal of the waste from CLIN 6502BT shall be ordered separately.

b. When CLIN 6502FR is ordered the contractor shall be required to provide labor, equipment, including wet floor vac, supplies, appropriate ppe, containers, and shovels, to clean the outside floor area at the firing range, subject to visual inspection/acceptance by the COR. The contractor must shovel all loose debris into containers before cleaning the floor with the wet floor vac. The contractor shall package the waste into the containers and mark and label the containers appropriately. The contractor shall move the containers into the base storage area if requested. CLIN 6502FR shall be ordered by each (with one “each” consisting of one outside floor area at the firing range) and the disposal of waste from CLIN 6502FR will be ordered separately.

c. The generator must furnish electrical power to the work areas and supply the necessary water and hookups. The generator shall provide access to the area where the work will be required and provide elevator access to the contractor and his equipment.

d. The generator must provide an inert certificate to the DRMO and to the contractor for the firing range, bullet trap, and outside floor area that are to be cleaned prior to start of work under this clause.

e. All lead removed using this clause shall be recycled as ordered under CLIN 9404FR.

**C.3.12 EMERGENCY SPILL RESPONSE – CLIN6609LS, 6609LP, 6609LQ, 6609LG, 6609ME**

a. This service is listed on the contract to be used at Oregon Army National Guard sites (statewide), Ft. Lewis, Camp Murray Air National Guard, Seattle Air National Guard, Paine Field Air National Guard (South end) sites and on an as needed contingency basis. The Government can not anticipate if the service will be ordered under this contract. Because the Government can not accurately predict requirements, a minimal number of estimated hours are included in the schedule for the specific purpose of establishing fixed labor rates. The Government reserves the right to order this emergency service as often as necessary at these rates. Clause I.101 (a), Delivery Order Limitations (minimum order), shall not apply to the CLINs associated with Emergency Spill Response when ordered on this contract.

b. The contractor shall be required to respond to Government caused emergency spills within two (2) hours of notification by phone (24 hours/day, 365 days/year) with sufficient personnel, equipment and materials to immediately begin cleanup operations. The generator will follow up with a confirmed written requirement by FAX within 24 hours or the next business day, whichever is sooner. The Contractor shall report to the Government On-Site Coordinator (OSC) or designated base representative at the specified site. This requirement applies only to spills occurring at/on designated pickup point locations.

c. The Contractor shall provide a 24 hour Emergency Response activation phone number that is operated/manned 24 hours per day to the Environmental Coordinator, Western Washington Air National Guard, and the Officer in Charge at each of the sites listed in paragraph a. within five days of issue of this contract.

d. The Contractor shall provide for each labor category a fixed hourly rate. These rates must include wages, protective clothing (Levels B, C, and D), overhead, general and administrative expenses and profit. Rates are for any work to be performed, regardless of the hour of the day or the day or the week. The Contractor must maintain and submit a daily log of labor costs by category to the Government when performing emergency response/cleanup services under this clause. The Contractor shall not include material or material handling costs within the fixed labor rates. Material and material handling costs, CLIN(s) 6609ME, will be covered on a reimbursable basis after the contractor has submitted certified invoices for each item used at the end of the operation. A delivery order or modification to an existing delivery order will be written utilizing the negotiated fixed hourly labor rates at the generator's earliest convenience.

e. The minimum order will be two (2) hours each for CLINs 6609LS, 6609LP, 6609LQ, 6609LG. A minimum of two (2) employees will respond when notified of spills, the Contractor shall decide the labor category of the employees, with concurrence of the generator. While on site during mobilization, the Contractor will be required to make an initial assessment and develop a written Site and Safety Plan(s) within 4 hours of arrival. Plans will outline the Contractor's estimates for the cleanup, including: the number of personnel hours by labor category, material and equipment requirements, and a proposed cleanup schedule. The Government will approve the plan(s), authorizing the Contractor to proceed. The Contractor shall provide all labor, materials, and equipment to clean up all spills ordered under this clause. The government anticipates that performance under this clause may require (but not be limited to) any of the following:

<b>PERSONNEL</b>	<b>EQUIPMENT</b>	<b>SUPPLIES</b>
Project Manager	Forklift, drum grabber	Drums (poly, steel, fiber)
Supervisor	Manlift	Absorbent, socks, pillows
Technician	24/48 ft enclosed van	Rags, plastic bags, buckets
Driver	Flatbed trailer	Caution tape, duct tape, rope
Equipment Operator	Rolloffs	Labels, markers, placards
Certified Engineer	Dump trucks	Portable eyewash, first aid kit
Analytical Chemist	Bobcat/trailer	Sample kit: jars, tubes, etc
Industrial Hygienist	Front end loader	Soda ash
Administrator	Backhoe/trailer	Pallet jack, drum dolly
Geologist	Emergency Response	Air compressor, night light
	Utility Vehicle	Pumps, chain saw, tools
	Decontamination Unit	Air monitor

f. All Contractor personnel performing work under this CLIN(s) must have a 40 hour First Responder Certification.

g. Clean up shall be in accordance with and up to specifications of all 40 CFR requirements, and/or Base Spill Contingency Plans and/or other Installation Plan used by the base. The On-Site Coordinator will convey the requirements of Base Plans to the Contractor. Clean up shall be complete when approved by the On-Site Coordinator.

h. The Contractor shall use CLIN 6609LP to subcontract any work required when spills are beyond their capabilities or classified as level A.

i. Contractor generated spills are covered under clause C.1.2.1.

**SECTION D  
PACKAGING AND MARKING**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
D . 1	<u>PACKAGING, MARKING &amp; LABELING</u>	DRMS 52.246-9R01	Jun 1999

**SECTION E  
INSPECTION AND ACCEPTANCE**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
E . 1	<u>INSPECTION OF SERVICES - FIXED PRICE</u>	FAR 52.246-4	Aug 1996
E . 2	<u>USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES</u>	DRMS 52.246-9R05	Jan 2000
E . 4	<u>GOVERNMENT INSPECTION</u>	DRMS 52.246-9R03	Jan 2000

**SECTION F  
DELIVERIES OR PERFORMANCE**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
F . 1	<u>STOP WORK ORDER</u>	FAR 52.242-15	Aug 1989
F . 2	<u>GOVERNMENT DELAY OF WORK</u>	FAR 52.242-17	Apr 1984
F . 3	<u>PERIOD OF PERFORMANCE - INCLUDING DISPOSAL &amp; REMOVAL</u>	DRMS 52.211-9R06	Nov 2005

Task orders against this contract may be written for a period of 18 months from date of award or 28 Jun 07, whichever is later.

All items shall be removed from the Government facilities within 21 calendar days after issue of each written task order except as noted in appropriate Section C clauses, i.e. expedites. Performance of special services is required within 30 calendar days after issuance of each written task order except as noted in appropriate Section C clauses, i.e. tank cleaning and providing storage containers.

F . 8	<u>OPTION TO EXTEND THE TERM OF THE CONTRACT</u>	DRMS 52.217-9R01	Nov 2005
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F . 10	<u>EXTENSION OF SERVICES</u>	DRMS 52.217-9R02	Nov 2005
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The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of either 18-month option.

F . 11	<u>CERTIFICATE OF INSURANCE</u>	DRMS 52.228-9R01	Dec 1995
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### SECTION G CONTRACT ADMINISTRATION DATA

Ref No.	Title	Reference	Date
G . 2	<u>CONTRACTING OFFICER'S REPRESENTATIVE</u>	DFAR 252.201-7000	Dec 1991
G . 5	<u>CONTRACTOR REPRESENTATIVE</u>  <a href="http://www.drms.dla.mil/special/fillins/g5.doc">http://www.drms.dla.mil/special/fillins/g5.doc</a>	DRMS 52.246-9R07	Dec 1995
G . 6	<u>REMITTANCE ADDRESS</u>  <a href="http://www.drms.dla.mil/special/fillins/g6.doc">http://www.drms.dla.mil/special/fillins/g6.doc</a>	DRMS 52.242-9R03	Dec 1995
G . 7	<u>EPA IDENTIFICATION NUMBER</u>  <a href="http://www.drms.dla.mil/special/fillins/g7.doc">http://www.drms.dla.mil/special/fillins/g7.doc</a>	DRMS 52.246-9R08	Dec 1995
G . 10	<u>REPORTING REQUIREMENTS</u>	DRMS 52.211-9R16	Nov 2005
G . 11	<u>DOCUMENTATION REQUIREMENTS, DRMS ACCEPTANCE, INVOICING AND TRACKING</u>	DRMS 52.232-9R01	Mar 2004

(a) Submission of Documentation to Facilitate Acceptance for Payment

(1) The contractor shall submit one complete set of documents per task order to allow acceptance for payment, consisting of the following:

(i) One DRMS Form 1683-1 for each task order to include all line item numbers from the Task Order (in order) completed through Column 8, except

items that undergo final disposal at their first Qualified TSDF must be submitted with complete tracking data (through Column 14 on the DRMS Form 1683-1).

(ii) All signed return shipping papers (manifests or Bills of Lading as appropriate) from Qualified TSDFs authorized to receive the items as per H.5, DRMS 52.244-9R01, Use of TSDFs and Transporters. Per C.3.1 and C.3.6 a copy of the Compressed Gas Cylinder (CGC) report shall be provided to the COR prior to invoicing. A copy of the CGC report is also to be submitted with the 1683-1.

(2) The above documentation shall be submitted to:

Defense Reutilization and Marketing Service  
ATTN: DRMS-BCE  
74 Washington Avenue, North  
Battle Creek, MI 49017-3092

(b) Acceptance and Invoicing

(1) For purposes of payment only, all disposal/recycling actions are considered accomplished on the date the items are accepted by the initial, properly permitted, qualified TSDF. For 6000 series CLINs, the services are considered accepted on the date the DRMO inputs the pickup date into the DRMS Base Operations Support System (BOSS). Subsequently, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (626) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The 626 will be electronically transmitted to the contractor and directly to U.S. Bank for payment.

Payment to the contractor will be made through Electronic Funds Transfer (EFT) within 24 to 72 hours of receipt by U.S. Bank. The contractor agrees to a mandatory fee for payments made through U.S. Bank. These fees are payable to U.S. Bank and will be deducted from the contractor's account when U.S. Bank transfers funds to the contractor's bank account. All fees are subject to the terms of the agreement signed with U.S. Bank. The Government will not reimburse the contractor for any fees assessed by U.S. Bank.

(2) Contractor tracking of the 626 submission for payment can be done through your boss access or through PowerTrack. For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

(c) Post-Payment Tracking

(1) The contractor agrees to enter disposal information directly into the DRMS Base Operations Support System (BOSS) for all items on the order as the disposal information is received. Contractor access to BOSS may be obtained by the procedures outlined in clause H.1 Web based BOSS is currently available at the following URL: <https://denep002.hen.dla.mil/forms90/f90servlet?config=bossprod>.

Once the contractor has input disposal information into the Base Operating Support System (BOSS), notification to the responsible Contract Specialist must be made within 24 hours after order input is complete. Notification to the Contract

Specialist can be made by e-mail. The contractor must indicate in the subject line of the email that disposal input into BOSS has been completed for specified PIIN (contract and task order number). The contractor must also notify the DRMS Tracking Department by email at the following address:  
Phase2Done@mail.drms.dla.mil

(2) If a discrepancy occurs while inputting into the BOSS, the following steps need to be followed:

(i) If there is a problem with the pickup information input by the DRMO, the contractor needs to contact the Contract Specialist for resolution.

(ii) If a contractual, i.e. a recycling CLIN is not recycled, or a regulatory violation occurs, an email needs to be forwarded to the Contract Specialist with a copy to the DRMS Compliance Department,  
Phase1\_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2)

(iii) A unique or unspecified problem occurs with input into BOSS. The contractor should email the DRMS Tracking Department with the specifics at Phase1\_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2) (3 Input of disposal information into BOSS by the disposal contractor will be within 20 calendar days after the waste has been disposed as outlined in clause F.3. By signature on this contract, the contractor certifies the disposal data input into BOSS is accurate, complete, and meets all requirements set in this contract.

(4) The contractor shall specify in the notification to the Contract Specialist, as indicated in paragraph (c)(1) of this clause, which, if any, of the line items disposed and input into BOSS are PCB items. The contractor must provide, to the generator and COR, copies of Certificates of Disposal signed by a responsible disposal facility official for all PCB items on a task order.

(5) The Government reserves the right to subsequently review/audit any and all information provided under this clause, this includes all information directly input into BOSS by the contractor. Upon being informed of any deficiencies resulting from the Government review/audit, the contractor shall respond with correcting documentation within 10 calendar days. As outlined in E.4, Places of Government Inspection, DRMS also reserves the right to conduct on site visits to insure compliance with this clause, clause H.1 and all other pertinent security regulations.

(6) No paperwork in conjunction with Phase II needs to be submitted to DRMS, WITH THE EXCEPTION OF PCB and COMPRESSED GAS CYLINDERS (CGC) REQUIREMENTS, and certain other Section C coverage as applicable (i.e. C.3.10). However, the contractor is still required to maintain a complete audit trail for all waste streams. The contractor shall maintain hard copies of all disposal documentation for a period of six years after FINAL PAYMENT ON THE CONTRACT. This documentation will be made available to the Government upon request.

## (d) Remedies for Non-Compliance

(1) Failure to submit timely and complete documentation for acceptance of payment on a task order under paragraph (a) above will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

(2) Failure to input timely and complete disposal information into BOSS per paragraph (c) above, including resolution of any discrepancies, may be remedied by the Government using any and all contractual means available. This includes, but is not limited to:

- (i) E.1 Inspection of Services (FAR 52.246-4),
- (ii) I.57 Default (FAR 52.249-8),
- (iii) H.30 Indemnification (DRMS 52.211-9R13),
- (iv) I.80 Warranty of Services (FAR 52.246-20)
- (v) Past performance evaluations utilized in option exercise and future contract award decisions.

## SECTION H

### SECTION H - SOCIAL CONTRACT REQUIREMENTS

Ref No.	Title	Reference	Date
H . 1	<u>CONTRACTOR ACCESS TO DRMS BASE OPERATIONS SUPPORT SYSTEM (BOSS), DMF ONLY</u>	DRMS 52.204-9R03	May 2006

SUPPORT SYSTEM (BOSS),DMF ONLY DRMS (MAY 2006) (H.1 Clause)

1. In order to process the tracking and payments of completed delivery orders more quickly, a contractor must designate personnel within their organization be assigned a DRMS login to perform input of data into the Base Operations Support System (BOSS). DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems (AISs) be assigned to positions that are designated at one of three sensitivity levels (ADP-I, ADP-II, ADP-III). These designations equate to Critical Sensitive, Non-critical Sensitive, and Non-sensitive. DLA has implemented the DoD policy in paragraph 3-101 of DLAR 5200.11, DLA Personnel Security Program.

2. The contractor shall assure that individuals assigned to perform input of data into the Base Operations Support System (BOSS), determined to be an ADP-III position, complete and provide the appropriate information for the investigative requirement. Personnel occupying ADP-III positions require a National Agency Check (NAC), but may be assigned a login authority prior to completion of the investigation. The procedure for requesting a NAC is to complete the Electronic

Personnel Security Questionnaire (EPSQ), which is submitted electronically to the Defense Security Service (DSS). Download the EPSQ program (Subject Edition) from the DSS website at <https://sclient.dss.mil/download>

- a. Click on the button that states, "Press to acknowledge the above statement and continue."
- b. Click on the download for "Windows 95, 98, NT or 2000 users." This screen gives you four choices. Click on number 2, "Download a "new" installation of EPSQ."
- c. You now have two choices. Click on the "Subject Edition." Follow the instructions and install the program. The program will establish an icon on your desktop screen.
- d. Click on the EPSQ icon. Click on "CREATE" on the toolbar. A menu will come up. Click on "APPLICATION FOR A POSITION OF PUBLIC TRUST (SF 85P)." It is the second one down. Then click on NATIONAL AGENCY CHECK (NAC OR NACLC). It is also the second one down. It will ask you for your SSN and a password. You need to put in your SSN, but a password is not required or recommended. It often will "freeze" the program so bad that you'll have to delete it and start all over. You can just put in your SSN and click "OK." Fill in the requested information. You can exit out any time you want by continuing to click on exit when you see it. To go back, just click the icon, type in your SSN (you don't need a password), and select MODIFY from the toolbar and go to the section you want to complete or change.
- e. Start filling in all the requested information. You can exit out of the program at any time. To go back, just click the icon and select MODIFY from the toolbar and go to the section you want to complete or change. PLEASE SUPPLY ALL REQUESTED INFORMATION.
- f. Two hints. First, the program requests middle names for every person you list. In many cases, it's extremely difficult to find out the person's middle name. You can use MNU (Middle Name Unknown). If it is absolutely impossible to find the first and/or last name of a former supervisor, then use FNU and/or LNU. However, try to supply as many as possible, particularly with family members. Second, you will also be asked dates. The format is YYYY/MM/DD. If you don't know the exact date, use YYYY/MM/??
- g. WARNING: You must supply information going back SEVEN (7) years. Some parts of the EPSQ say to only go back five years. This is because the form was produced by an agency known as DSS (Defense Security Service). This agency no longer conducts investigations on contractors for computer access. OPM Investigations uses the DSS developed EPSQ; however, the contract provided to them by the DoD (Department of Defense) specifically states that a full SEVEN years are required. OPM Investigations has no choice but to comply with DoD requirements and DSS will not change or create another EPSQ just for the benefit of OPM Investigations. EPSQ without the full SEVEN years of information will be shredded and no further action taken.



- h. Be sure there are no date gaps of 30 days or more on residence and employment history. Employment history also includes periods of unemployment as well – see “7” on the drop-down menu. Gaps of over 30 days will result in the EPSQ not being submitted and no further action will be taken. Please supply all the information requested in employment. “Unknown” for address or phone number is not acceptable.
- i. IF YOU ANSWER YES TO THE FOLLOWING MODULES THAT ARE ACTUALLY QUESTIONS: Modules 7, 14, and 16 through 20; please include ALL requested date(s), amount(s), and location(s). Then USE the “REMARKS” selection of the right-hand side to provide a full explanation of the circumstances or prepare an explanation(s) on a separate piece of bond paper.
- j. When you think you're finished, select VALIDATE from the toolbar. This will show you if there are any errors, such as date gaps. The validation must show no errors and sent with the EPSQ.
- k. Now go to PRINT (fourth option from the left) and print off a hard copy of the entire questionnaire. Sign and date the completed form in two places towards the end. The first signature goes on the line just below module 20 with wording of CERTIFICATION BY PERSON COMPLETING THE FORM. Go to the second page after that. It has “Authorization for Release of Information.” Sign and date on the bottom of that form. There is a third place to sign and is the next to the last page with the statement “Release of Medical Information.” That page can be discarded. However, there is one page after the “Release on Medical Information” that is not sign and just contains some information at the top. We do require that page.
- l. You will also need to be fingerprinted by the local police department, state police, or on a military installation. Be sure you use the standard FBI fingerprint card. The upper left hand corner on the front has “APPLICANT.” The upper right side has a block that states “ORI.” The block will have:

USDISOOOZ  
DIS NACC  
FT HOLABIRD MD

Or it may have:

USOPMOOOZ  
OPM  
BOYERS, PA

Also, on the back in the lower left hand corner it has FD-258 (REV 5-11-99). Fingerprints must be done with fingerprint ink.

- m. Remember, security will need the questionnaire signed and dated in two locations, the validation sheet, and your fingerprints. ALL MUST BE ORIGINALS.

OPM Investigations will not accept faxes or attachments. In addition, security requires a copy of your birth certificate, passport, or naturalization papers unless your EPSQ reflects that you are not a US citizen.

Remember the 4 required items:

1. Complete EPSQ SIGNED and DATED.
2. Validation page showing no errors.
3. The CORRECT fingerprint card. An incorrect one, with any deviation from the above, cannot be used. Fingerprints must be done with fingerprint ink. We cannot submit the new electronic or digital fingerprints at this time.
4. Copy of birth certificate, passport, or a copy of the naturalization papers.

Please mail all of the above to me at:

Hart-Inoye-Doyle Federal Center  
DES Battle Creek  
ATTN: Paul Cochran  
74 Washington Avenue, North  
Battle Creek, MI 49017-3092

3. The contractor will also need to submit Form 1986, Contractor Request for Assignment of a Logon Identifier, to the appropriate Contracting Officer/Contract Specialist.
4. The DRMS Form 1986 may be viewed or downloaded from the following website: <http://www.drms.dla.mil/special/misc/bossfeb04.pdf>
5. Once a login authority has been assigned, DRMS will notify the contractor and provide detailed instructions for using this login.
6. An offeror who is unable or unwilling to obtain the information listed above will not be eligible to receive the award on this solicitation only.
7. For those offerors/contractors that have no experience with BOSS, training will be provided at no additional cost.

H . 2     STATEMENT OF EQUIVALENT  
              RATES FOR FEDERAL HIRES

FAR 52.222-42

May 1989

CLASSIFICATION		BASIC HOURLY RATE
Environmental Technician	GS-07	\$13.49
Truck Driver (Heavy)	WG-08	\$16.08
Heavy Equipment Operator	WG-10	\$17.29
Fork Lift Operator	WG-05	\$13.98
Tractor Operator	WG-05	\$13.98
Laborer	WG-02	\$11.14

Airplane Pilot	GS-11	\$19.97
Secretary III	GS-06	\$12.14
Guard I	GS-04	\$ 9.74

H . 3     DEPARTMENT OF LABOR WAGE DETERMINATION     DRMS 52.222-9R01     Dec 1995

Blank #1 96-0223 (Rev 20)

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Blank #3 Att. III

H . 4     POWERTRACK PAYMENT, APPLICATION AND ACCEPTANCE     DRMS 52.232-9R07     Nov 2003

Payments under the resulting contract from this solicitation will be made using U.S. Bank, PowerTrack. No payment will be made to the awardee until the application process is complete and the awardee is accepted by U.S. Bank. The awardee shall sign and execute an agreement with U.S. Bank. The awardee must pass compliance with the Patriot Act and the Office of Foreign Assets Control (OFAC) of the Department of Treasury. This is done during the application process with U.S. Bank. The awardee shall contact U.S. Bank and arrange for system set-up, training, and project management/implementation. The awardee must contact Dave Sullivan at U.S. Bank PowerTrack. He can be reached via email at dave.Sullivan@usbank.com or by telephone at 301-293-4228 or Everett Doolittle at everett.Doolittle@usbank.com at phone number 612-973-6156 or 612-803-5619 for applications and questions. Contractors may also contract Dave Sullivan or Everett Doolittle to get a copy of the Agreement that is signed upon approval for PowerTrack.

Payments can be tracked with your access password once PowerTrack is approved for the awarded contractor. All payments made on this contract through U.S. Bank are subject to a mandatory fee for each payment that is paid on this contract. The fee is paid to U.S. Bank for processing of payment by electronic means (24 to 72

H . 5     USE OF TSDFS AND TRANSPORTERS     DRMS 52.244-9R01     Dec 2000

H . 6     ADDITIONAL TSDFS AND TRANSPORTERS     DRMS 52.244-9R02     Jan 2000

H . 10     INCIDENTAL FEES     DRMS 52.211-9R17     Jan 2000

H . 16     CONTAINERS     DRMS 52.211-9R01     Oct 1996

H . 17    ANTICIPATED REGULATORY                      DRMS 52.211-9R02                      Jan 2000

H . 30    INDEMNIFICATION                                      DRMS 52.211-9R13                      May 1998

**SECTION     I**  
**CONTRACT CLAUSES**

<b>Ref No.</b>	<b>Title</b>	<b>Reference</b>	<b>Date</b>
I. 1	<u>DEFINITIONS</u>	FAR 52.202-1	Jul 2004
I. 3	<u>GRATUITIES</u>	FAR 52.203-3	Apr 1984
I. 4	<u>COVENANT AGAINST CONTINGENT FEES</u>	FAR 52.203-5	Apr 1984
I. 5	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>	FAR 52.203-6	Jul 1995
I. 6	<u>ANTI-KICKBACK PROCEDURES</u>	FAR 52.203-7	Jul 1995
I. 7	<u>CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.204-7	Oct 2003
I. 8	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-10	Jan 1997
I. 9	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	FAR 52.203-12	Sep 2005

I. 11	<u>PROVISION OR INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</u>	DFAR 252.205-7000	Dec 1991
I. 12	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR</u>	FAR 52.209-6	Jan 2005
I. 14	<u>AUDIT AND RECORDS NEGOTIATION</u>	FAR 52.215-2	Jun 1999
I. 15	<u>ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT</u>	FAR 52.215-8	Oct 1997
I. 22	<u>FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-16	Jun 2003
I. 23	<u>WAIVER OF FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-17	Oct 1997
I. 27	<u>OPTION TO EXTEND SERVICES</u> Blank #1: 30 calendar days	FAR 52.217-8	Nov 1999
I. 29	<u>UTILIZATION OF SMALL BUSINESS CONCERNS</u>	FAR 52.219-8	May 2004
I. 30	<u>SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II OCT 2001)</u>	FAR 52.219-9	Jan 2002

I. 33	<u>LIQUIDATED DAMAGES - SUBCONTRACTING PLAN</u>	FAR 52.219-16	Jan 1999
I. 36	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</u>	FAR 52.222-1	Feb 1997
I. 37	<u>CONVICT LABOR</u>	FAR 52.222-3	Jun 2003
I. 38	<u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION</u>	FAR 52.222-4	Jul 2005
I. 40	<u>EQUAL OPPORTUNITY</u>	FAR 52.222-26	Apr 2002
I. 41	<u>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-35	Dec 2001
I. 42	<u>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-37	Dec 2001
I. 43	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</u>	FAR 52.222-36	Jun 1998
I. 44	<u>SERVICE CONTRACT ACT OF 1965, AS AMENDED</u>	FAR 52.222-41	Jul 2005

I. 45	<u>NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES</u>	FAR 52.222-39	Dec 2004
I. 46	<u>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</u>	FAR 52.222-43	May 1989
I. 50	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</u>	FAR 52.223-5	Aug 2003
I. 51	<u>DRUG-FREE WORKPLACE</u>	FAR 52.223-6	May 2001
I. 52	<u>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</u>	FAR 52.226-1	Jun 2000
I. 54	<u>AUTHORIZATION AND CONSENT</u>	FAR 52.227-1	Jul 1995
I. 55	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT</u>	FAR 52.227-2	Aug 1996
I. 56	<u>FEDERAL, STATE &amp; LOCAL TAXES</u>	FAR 52.229-3	Apr 2003
I. 61	<u>SUPPLEMENTAL COST PRINCIPLES</u>	DFAR 252.231-7000	Dec 1991
I. 62	<u>PAYMENTS</u>	FAR 52.232-1	Apr 1984

I. 64	<u>DISCOUNTS FOR PROMPT PAYMENT</u>	FAR 52.232-8	Feb 2002
I. 65	<u>EXTRAS</u>	FAR 52.232-11	Apr 1984
I. 66	<u>INTEREST</u>	FAR 52.232.17	Jun 1996
I. 67	<u>AVAILABILITY OF FUNDS</u>	FAR 52.232-18	Apr 1984
I. 68	<u>ASSIGNMENT OF CLAIMS</u>	FAR 52.232-23	Jan 1986
I. 69	<u>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION</u>	DRMS 52.233-9R02	Apr 2000

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) FAR 33.214, Alternate Disputes Resolution techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here[ ]. Alternate wording may be negotiated with the contracting officer.

<http://www.drms.dla.mil/special/fillins/i69-400.doc>

I. 70	<u>DISPUTES (ALTERNATE 1) (DEC 1991)</u>	FAR 52.233-1	Jul 2002
I. 71	<u>PROTEST AFTER AWARD</u>	FAR 52.233-3	Aug 1996
I. 72	<u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</u>	FAR 52.237-2	Apr 1980
I. 74	<u>RESERVED</u>	DFAR 252.242-7000	



I. 75	<u>BANKRUPTCY</u>	FAR 52.242-13	Jul 1995
I. 76	<u>CHANGES - FIXED PRICE (ALTERNATE 1)</u>	FAR 52.243-1	Aug 1987
I. 79	<u>GOVERNMENT FURNISHED PROPERTY (SHORT FORM)</u>	FAR 52.245-4	Jun 2003
I. 80	<u>WARRANTY OF SERVICES</u>	FAR 52.246-20	May 2001
I. 81	<u>LIMITATIONS OF LIABILITY--- SERVICES</u>	FAR 52.246-25	Feb 1997
I. 83	<u>VALUE ENGINEERING</u>	FAR 52.248-1	Feb 2000
I. 84	<u>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)</u>	FAR 52.249-2	May 2004
I. 86	<u>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</u>	FAR 52.249-8	Apr 1984
I. 100	<u>ORDERING</u>	FAR 52.216-18	Oct 1995

Such orders may be issued from the date of award or (See F.3), whichever is later through the end of either option period, as applicable.

I. 101	<u>ORDER LIMITATIONS</u>	FAR 52.216-19	Oct 1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 (\$1,500 for Fairchild AFB), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. Task Orders including Special Service items (6000 series CLINs) are not subject to this minimum order requirement. The contractor shall

honor any order exceeding the maximum order limitations unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$150,000.00;

(2) Any order for a combination of items in excess of \$300,000.00; or

(3) A series of orders from the same ordering office within 20 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

I. 102    OPTION TO EXTEND THE TERM OF                      FAR 52.217-9                      Mar 2000  
               THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 calendar days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract period expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I. 103    INSURANCE - WORK ON A                      FAR 52.228-5                      Jan 1997  
               GOVERNMENT INSTALLATION

**\*\*NOTE:** Minimum amounts of insurance referenced in para. (a) above are as follows:

TYPE	AMOUNT
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive Form: Bodily Injury Liability	200,000 per person & 500,000 per occurrence
Property Damage	1,000,000 per occurrence

- |        |   |               |          |
|--------|---|---------------|----------|
| I. 104 | <u>AVAILABILITY OF FUNDS FOR THE<br/>NEXT FISCAL YEAR</u> | FAR 52.232-19 | Apr 1984 |
|--------|---|---------------|----------|

Funds are not presently available for performance under this contract beyond 30 Sep 07. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 07.

- |        |   |                   |          |
|--------|---|-------------------|----------|
| I. 111 | <u>PROHIBITION ON PERSONS<br/>CONVICTED OF FRAUD OR OTHER<br/>DEFENSE-CONTRACT-RELATED<br/>FELONIES</u> | DFAR 252.203-7001 | Dec 2004 |
|--------|---|-------------------|----------|

- |        |                                      |                   |          |
|--------|--------------------------------------|-------------------|----------|
| I. 112 | <u>DISPLAY OF DOD HOTLINE POSTER</u> | DFAR 252.203-7002 | Dec 1991 |
|--------|--------------------------------------|-------------------|----------|

- |        |                       |               |          |
|--------|-----------------------|---------------|----------|
| I. 113 | <u>PROMPT PAYMENT</u> | FAR 52.232-25 | Oct 2003 |
|--------|-----------------------|---------------|----------|

- |        |  |                   |          |
|--------|--|-------------------|----------|
| I. 114 | <u>PRICING OF CONTRACT<br/>MODIFICATIONS</u> | DFAR 252.243-7001 | Dec 1991 |
|--------|--|-------------------|----------|

- |        |  |                  |          |
|--------|--|------------------|----------|
| I. 116 | <u>ADMINISTRATIVE COSTS OF<br/>REPROCUREMENT AFTER DEFAULT</u> | DLAD 52.249-9000 | May 1988 |
|--------|--|------------------|----------|

Blank: \$500

- |        |                            |               |          |
|--------|----------------------------|---------------|----------|
| I. 118 | <u>INDEFINITE QUANTITY</u> | FAR 52.216-22 | Oct 1995 |
|--------|----------------------------|---------------|----------|

Contractor shall not be required to make any deliveries under this contract after 18 months from the F.3 start date.

- |        |                             |                   |          |
|--------|-----------------------------|-------------------|----------|
| I. 119 | <u>DRUG-FREE WORK FORCE</u> | DFAR 252.223-7004 | Sep 1988 |
|--------|-----------------------------|-------------------|----------|

- |        |  |                   |          |
|--------|--|-------------------|----------|
| I. 120 | <u>TRANSPORTATION OF SUPPLIES BY<br/>SEA</u> | DFAR 252.247-7023 | May 2002 |
|--------|--|-------------------|----------|

I. 121	<u>REQUESTS FOR EQUITABLE ADJUSTMENT</u>	DFAR 252.243-7002	Mar 1998
	Blank #1 _____ (Official's Name) Blank #2 _____ (Title)		
I. 125	<u>NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA</u>	DFAR 252.247-7024	Mar 2000
I. 127	<u>NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS</u>	FAR 52.219-4	Jan 1999
I. 131	<u>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</u>	DFAR 252.223-7006	Apr 1993
I. 134	<u>AUTHORIZED DEVIATIONS IN CLAUSES</u>	FAR 52.252-6	Apr 1984
I. 138	<u>PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</u>	FAR 52.204-4	Aug 2000
I. 139	<u>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST</u>	DFAR 252.209-7004	Mar 1996
I. 140	<u>TOXIC CHEMICAL RELEASE REPORTING</u>	FAR 52.223-14	Aug 2003
I. 141	<u>DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE</u>	DLAD 52.219-9003	Dec 1997

I. 142	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-8	Jan 1997
I. 143	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.232-33	Oct 2003

### SECTION J LIST OF ATTACHMENTS

Ref No.	Title	Reference	Date
J .	<u>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</u>	DRMS 52.204-9R01	Jan 2000

(b) Standard Form (SF) 33, Solicitation, Offer, and Award

J . 1	<u>MANIFEST TRACKING LOG DRMS 1683</u>	Attachment I	Mar 2002
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<http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf>

J . 2	<u>NON-DRMS HAZARDOUS WASTE MATERIAL MANAGEMENT PAST PERFORMANCE HISTORY DRMS 1989</u>	Attachment II	Oct 2000
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<http://www.drms.dla.mil/special/attachments/1989-oct00.doc>

NOTE: Please include email addresses for references provided.

J . 3	<u>DOL WAGE DETERMINATION 1996- 0233 (REV 20)</u>	Attachment III	May 2006
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<http://www.drms.dla.mil/special/attachments/dolwage20.pdf>

J . 4	<u>WASTE CODE CLIN SELECTION CRITERIA</u>	Attachment IV	Feb 2006
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<http://www.drms.dla.mil/special/attachments/att4.pdf>

J . 5	<u>CERTIFICATE OF RECYCLING</u>	Attachment V	Apr 2004
	<a href="http://www.drms.dla.mil/special/attachments/cert-apr04.doc">www.drms.dla.mil/special/attachments/cert-apr04.doc</a>		
J . 6	<u>HAZARDOUS WASTE PROFILE SHEET (DRMS 1930)</u>	Attachment VI	Aug 1997
	<a href="http://www.drms.dla.mil/special/attachments/drms1930.pdf">http://www.drms.dla.mil/special/attachments/drms1930.pdf</a>		
J . 7	<u>DISCLOSURE OF LOBBYING ACTIVITIES</u>	Attachment VII	Oct 2000
	<a href="http://www.drms.dla.mil/special/attachments/sfill-oct00.doc">http://www.drms.dla.mil/special/attachments/sfill-oct00.doc</a>		
J . 8	<u>EVALUATION DATA FOR REJECTED CYLINDERS</u>	Attachment VIII	Mar 2006
	<a href="http://www.drms.dla.mil/special/attachments/cylev.pdf">Evaluation Data for Rejected Cylinders (9/10/03) http://www.drms.dla.mil/special/attachments/cylev.pdf</a>		
J . 9	<u>ACCEPTABLE PERFORMANCE LEVELS</u>		
	Attached		
J . 10	<u>REPORT OF COMPRESSED GAS CYLINDERS (INERT AND NON-</u>	Attachment X	Feb 2005
	<a href="http://www.drms.dla.mil/special/attachments/cgcrpt.doc">http://www.drms.dla.mil/special/attachments/cgcrpt.doc</a>		

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER**  
**STATEMENTS OF OFFERORS**

Ref No.	Title	Reference	Date
K . 0	<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR 52.252-1	Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.drms.dla.mil/newproc/html/clauses.html>

K . 1	<u>PROHIBITION OF SEGREGATED FACILITIES</u>	FAR 52.222-21	Feb 1999
K . 4	<u>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</u>	FAR 52.204-8	Jan 2006

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K . 23	<u>OFFERS FROM PARTNERSHIPS OR JOINT VENTURES</u>	DRMS 52.215-9R01	Dec 1995
	<a href="http://www.drms.dla.mil/special/killins/k23.doc">http://www.drms.dla.mil/special/killins/k23.doc</a>		
K . 28	<u>SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE 1 (APR 2002)</u>	FAR 52.219-1	May 2004
	(1) 56221 [NAICS code]. (2) \$11,500,000 [size standard].		
	<a href="http://www.drms.dla.mil/special/killins/k28-0601.doc">http://www.drms.dla.mil/special/killins/k28-0601.doc</a>		
K . 36	<u>REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA</u>	DFAR 252.247-7022	Aug 1992
	<a href="http://www.drms.dla.mil/special/killins/k36-892.doc">http://www.drms.dla.mil/special/killins/k36-892.doc</a>		
K . 44	<u>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</u>	FAR 52.204-6	Oct 2003

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS,**  
**OFFERORS OR QUOTERS**

Ref No.	Title	Reference	Date
L . 2	<u>SITE VISIT</u>	FAR 52.237-1	Apr 1984
L . 3	<u>ALTERNATE A</u>	DFARS 252.204-7004	Nov 2003
L . 24	<u>TYPE OF CONTRACT</u>	FAR 52.216-1	Apr 1984

Blank #1 Firm Fixed Price Indefinite Delivery Indefinite Quantity



L . 26	<u>DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM</u>	DLAD 52.219-9002	Dec 1997
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\*NOTE: DRMS has an approved waiver for Javits-Wagner-O'Day (JWOD)

L . 27	<u>MBA IMPLEMENTATION PLAN</u>	DRMS 52.219-9R01	Jul 1996
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L . 28	<u>ALTERNATE PROTEST PROCEDURES</u>	DRMS 52.233-9R01	Jan 1997
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Blank #1 DRMS-PHW, ATTN: Joe Bednar

L . 32	<u>SERVICE OF PROTEST</u>	FAR 52.233-2	Aug 1996
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Blank #1 [Same as L.28]

L . 37	<u>PREAWARD SURVEY</u>	DRMS 52.209-9R01	Dec 1995
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L . 39	<u>DRMS ELECTRONIC PROPOSAL GUIDANCE</u>	DRMS 52.215-9R03	Nov 2005
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L . 40	<u>ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED</u>	DRMS 52.215-9R06	May 2000
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L . 45	<u>AUTHORIZED DEVIATIONS IN PROVISIONS</u>	FAR 52.252-5	Apr 1984
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L . 46	<u>AGENCY PROTESTS</u>	DLAD 52.233-9000	Sep 1999
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L . 52	<u>PROPOSAL SUBMISSION (FORMAT AND CONTENT) (HAZARDOUS WASTE DISPOSAL SOLICITATIONS)</u>	DRMS 52.215-9R07	Aug 2004
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blank 1 Volume I Proposal Certification and Price Schedule

blank 2 Past Performance Proposal

blank 3 Socioeconomic/MBA/Subcontracting Proposals

L . 53	<u>PAST PERFORMANCE PROPOSAL</u>	DRMS 52.215-9R24	Sep 2002
	Blank #1 and Blank #2: Attachment II		

**NOTE: Please include email addresses for references provided.**

L . 58	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY</u>	DFAR 252.209-7001	Sep 2004
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L . 59	<u>DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</u>	DFAR 252.209-7002	Jun 2000
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L . 62	<u>SOCIOECONOMIC PROPOSAL</u>	DLAD 52.215-9002	Mar 1996
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L . 63	<u>IDENTIFICATION OF UNCOMPENSATED OVERTIME</u>	FAR 52.237-10	Oct 1997
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L . 64	<u>INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION</u>	FAR 52.215-1	Oct 1997
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### SECTION M EVALUATION FACTORS FOR AWARD

Ref No.	Title	Reference	Date
M . 2	<u>EVALUATION OF OPTIONS</u>	FAR 52.217-5	Jul 1990
M . 8	<u>SOCIOECONOMIC SUPPORT EVALUATIONS</u>	DLAD 52.215-9003	Oct 1996
M . 10	<u>EVALUATION FACTORS FOR AWARD</u>	DRMS 52.215-9R15	Sep 2002

## Performance APLs

Acceptable Performance Level is the minimum performance of each requirement before the Government considers performance unsatisfactory. Specification of an acceptable performance level does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government.

The surveillance method shall be from Collection Summary Report(s) (CSR) furnished by the COR, customer feedback, and tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations.

Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

## DELIVERABLES

	A	B	C	D	E	F	G	H
	DELIVERABLE	PHASE	STANDARD	TIME FRAME	CLAUSE	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
1	Compliant Removal	Pre-Removal	Submittal of shipping documentation is timely and accurate	1-5 days depending on removal time	C.1.1.2	100% timely, 95% accurate	25-100% consideration & past performance annotated	CSRs and other COR/customer feedback
2								
3			Notifications timely and accurate	1-5 days...	C.1.1.3	Same as above	Same as above	Same as above
4		Removal	Safe, compliant, timely removal and transportation service	3-21 days as required	C.1.2	100% timely, safe and accurate	Same...	Same as above
5				Return of manifest or applicable shipping paper within 40 CFR 262.42, state equivalent, or contract				
6		Post-Removal	Compliant transportation, any interim storage, & shipment to initial qualified TSDF		C.1.3	100% timely	Same...	Same as above
7				Return manifest provided so as not to trigger exception report	C.1.3.1	No more than 2 exception reports required, per generator, per year	Same	Same as above
8		Post-Removal	Timely delivery to the TSDF			100% timely and accurate for RCRA, PCB, CGCs and Demil required waste; 95% accurate for non-RCRA	Same	Same as above
9	Compliant Disposal/Recycling	Disposal (or recycling)	Timely & proper disposal/recycling as per waste regulatory/contract requirements including return manifest	225 days all items	C.2	95% accurate for non-RCRA	Same*	CO, tracking, BOSS

# DELIVERABLES

	A	B	C	D	E	F	G	H
		Delivery of expedited removal or performance, analysis, high mercury surcharge, certificates of disposal and/or recycling, Poison Zone A surcharge, and spill response service			C.3, also C.1.2.11, C.2.1.8, C.2.3.4, C.1.2.1 as applicable	100% timely and compliant	Same...	COR, Customers, CO
9	Compliant Special Services	Delivery of labpacking, tank cleaning, storage containers and rentals, and repackaging	Timely, complaint, quality service	Typically 1-30 days depending on actual service	C.3, also C.1.2.12	90% timely and accurate	Same...	COR, Customers, CO
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\* The Government reserves the right to also conduct additional surveillance/review of final tracking information and/or delay all payments until after final tracking information is received if warranted by performance problems in this area.